

191-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 23rd day of April 20 13

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 Western States Contracting Alliance (WSCA) Cooperative Term & Supply Contract 1862 – Facilities Materials, Repair & Operating (MRO) Supplies with W.W. Grainger, Inc. of Lake Forest, IL.

The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and attached Participating Addendum.

Done this 23rd day of April, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 15, 2013
RE: Cooperative Contract: 1862 – Facilities Materials, Repair & Operating Supplies

Purchasing and Facilities Maintenance request permission to utilize the Western States Contracting Alliance (WSCA) cooperative term and supply contract *1862 – Facilities Materials, Repair & Operating (MRO) Supplies* with W. W. Grainger, Inc. of Lake Forest, Illinois.

This is a County-wide Term and Supply contract, and I would anticipate that Public Works and the Sheriff Department might also use this contract.

Attached for signature are the Contract Agreements and a WSCA and State of Nevada Participating Addendum.

cc: Bob Davidson, Facilities
Contract File

**PURCHASE AGREEMENT
FOR
FACILITIES MATERIALS, REPAIR & OPERATING (MRO) SUPPLIES**

THIS AGREEMENT dated the 23RD day of April 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **W. W. Grainger, Inc.**, herein "Contractor" or "Seller".

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 **Facilities Materials, Repair & Operating (MRO) Supplies** together with the Western States Contracting Alliance (WSCA) Contract number **1862** by and between the Western States Contracting Alliance (WSCA) and Grainger Inc, Attachment AA – Negotiated Terms, Attachment BB - State of Nevada Request for Proposal # 1862 with Amendments #1, #2 and #3, Attachment CC – Contractor's Original Response, Attachment I – Percentage Off List Per Category, and the County of Boone Standard Terms and Conditions incorporated herein (hereafter, "Base Agreement"). All such documents shall constitute the contract documents which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions shall prevail and control over the vendor's quote response(s).

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Facilities Maintenance MRO supplies on an as needed basis per the bid specifications.

3. **Delivery** - Contractor agrees to deliver the items as specified in the bid specifications and as requested by the County. Delivery time for in-stock items shall be within 48 hours from receipt of order. Non-stocked items shall be delivered within 10 working days from receipt of order. An "in stock order" will be shipped the same day as long as the order is received by 5:00 p.m. Items identified as Special Order Items (Grainger's Non-General Catalog) are subject to product availability from the supplier. Delivery times will be provided at the time of order placement.

All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Standard ground freight is paid by Seller on all orders, unless otherwise stated, to County's single place of business anywhere in the contiguous United States, using carrier of Seller's choice. Other terms and conditions may apply for other than standard ground delivery ("Other Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, sourced orders, export orders, hazardous materials, County's carrier, shipments outside the contiguous U.S. or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by County.

4. **Contract Duration** - This agreement shall commence on the contract date written above and **extend through February 28, 2014** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **one (1) additional one-year period** subject to the pricing clauses in the WSCA contract 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. Contingent upon the WSCA 1862 contract being extended through its first initial extension period through February 28, 2017.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.
- d. Vendor may terminate the Agreement without cause by providing sixty (60) days prior written notice to County.

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

W. W. GRAINGER, INC.

BOONE COUNTY, MISSOURI

by Patricia Mahan
title Granger Government Sales Mgr.

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

APPROVED AS TO FORM:

ATTEST:

J. B. [Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

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

James E. Pitchford
Signature by James E. Pitchford

4/16/13
Date

County-Wide Term and Supply
No Encumbrance Required
Appropriation Account

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. 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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of April

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the amendment adjusting the start date of the photocopier maintenance to July 1, 2013 from June 1, 2013 as originally stated in Commission Order 117-2013. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 23rd day of April, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: April 19, 2013
RE: Contract Amendment Number One to *AEPA009.D – Photocopier Maintenance for the Juvenile Justice Center*

Contract AEPA009.D – Photocopier Maintenance for the Juvenile Justice Center was approved in commission on March 12, 2013 on commission order 117-2013. The maintenance contract was scheduled to commence at the end of the manufacturer's 90-day warranty which was estimated to be June 1, 2013. However, due to the photocopier being delivered later than originally anticipated, the attached amendment adjusts the start date of the maintenance to July 1, 2013.

cc: Contract File
Ann Schnell, JJC

**CONTRACT AMENDMENT NUMBER ONE
FOR PHOTOCOPIER MAINTENANCE
FOR THE JUVENILE JUSTICE CENTER**

The Agreement AEPA009.D dated March 12, 2013 made by and between Boone County, Missouri and Da-Com Columbia LLC for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **Contract Duration** – This agreement shall commence at the end of the manufacturer’s 90-day warranty on **July 1, 2013 and extend through May 31, 2014** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **six (6) additional one-year periods** and thereafter on a month to month basis until the County gives a 30 day notice.

2. **Maintenance** - shall be provided for a cost of \$0.0067 per black and white image on a base of 12,000 images per month. All images over the base of 12,000 will be billed at the same rate of \$0.0067 in arrears at the end of each contract period. Maintenance for the first six months will be paid with the initial copier purchase as follows:

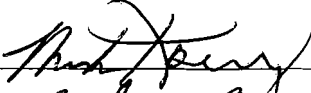

Description	Cost
July 1, 2013 – December 31, 2013 (12,000 images/month x \$0.0067) x 6 months)	\$482.40

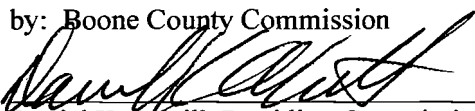
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement and Amendment Number One shall remain in full force and effect.

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

DA-COM COLUMBIA LLC

BOONE COUNTY, MISSOURI

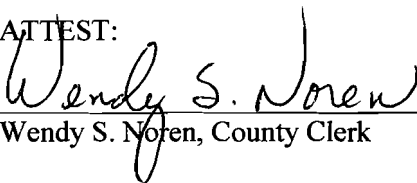
by 
title 

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

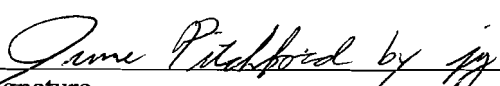
ATTEST:


County Counselor


Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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

<u></u>	1242 / 60050 / \$482.40	
Signature	Date	Appropriation Account



Attachment I Percentage Off List Per Category

Company Name W.W. Grainger, Inc.

Please provide the percentage off of list pricing for any of the categories you want to propose in the table below. The proposed discount percentage must not exceed 4 digits to the right of the decimal point (i.e. 10.3729% is acceptable while 10.37292% is not).

Category	Discount
1. HVAC	15%
2. Air Filters	40%
3. Lamps, Ballasts, Fixtures	45%
4. Cleaning	30%
5. Material Handling Repairs	15%
6. Security	20%
7. Motors and Accessories	28%
8. Electrical Repairs and Equipment	15%
9. Fasteners	25%
10. Batteries and Flashlights	18%
11. Outdoor Garden Supplies and Equipment	12%
12. Paint and Accessories	12%
13. Plumbing	15%
14. Pneumatic Tools	12%
15. Power Tools and Accessories	20%
16. Safety	20%
17. Hand Tools	25%
18. Welding and Soldering	15%

Note: This Price Schedule must be submitted together with Attachment H (Market Basket Pricing Schedule) to the State as a separate, sealed package and clearly marked: "Pricing Proposal in Response to RFP No. 1862" per the Submittal Instructions in Section 9.

Mandatory Contract Requirements

- Ordering Capability
- FOB Destination
- Internet Ordering
- E Commerce Description
- Storage of Electronic Data
- Catalogs both on-line, soft copy and hard copy
- P-Card Acceptance and Level III Reporting
- Force Substitution Policy
- Customer Service Representatives
- Training programs

CONTRACTOR INFORMATION

Multiple Award - All States (All Categories)

- **Fastenal Company**
- **Grainger, Inc.**
- **MSC Industrial Supply**

Multiple Award for Individual States

- **Codale Electric** (Lamp Category Only)
Idaho – Nevada – Utah - Wyoming
- **Conserve A Watt** (Lamp Category Only)
Colorado – Utah
- **Industrial Supply Company** (Paint, Batteries, Cleaning, Hand tools, power tools, Garden tools and supplies, Fasteners, Security and Welding only)
Arizona – Idaho - Nevada – Utah
- **North Coast Electric** (Lamp and Batteries Categories Only)
Alaska – Arizona – Idaho – Oregon - Washington

STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada
Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City Nevada 89701
Contact: Gail Burchett, Purchasing Officer
Telephone: (775) 684- 0172 ● Facsimile: (775) 684-0188
And
W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, Illinois, 60045
Contact: Doug D'Alessio, Senior Government Sales Manager
Telephone: (916) 503-0229 ● Facsimile: (916) 471-0515**

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. **DEFINITIONS.** "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or "Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP # 1862 incorporated herein as Attachment BB. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This contract shall be effective from March 1, 2011 subject to WSCA Board of Directors' approval to February 28, 2014, unless sooner terminated by either party as specified in paragraph (21).

with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

17. DELIVERY. The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the

21. CONTRACT TERMINATION. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

\$0.00 Personal and Advertising Injury

\$1,000,000.00 Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: \$500,000.00 Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance – This section shall be addressed in each State's Participating Addendum.

- 1) Minimum Limit required: \$_____ Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

General Requirements:

- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed five thousand dollars (\$5,000.00) per occurrence, unless otherwise approved.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address identified on page 1 of the contract.
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in very subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ATTACHMENT AA
NEGOTIATED TERMS

- Insurance:

Grainger and the State agree to the following changes for the Insurance Requirements:

- Professional Liability Insurance:

To the extent that a state requires Professional Liability insurance, Grainger will either (i) negotiate with the state to provide this coverage or (ii) decline to enter into a contract with that state.

- Grainger provides the following explanation of the insurance coverage Grainger will provide under WSCA Contract #1862 and unless the State advises otherwise, the State approves Grainger's proposed insurance coverage set forth below as meeting the requirements under WSCA Contract #1862:

Under Grainger's current WSCA #7066 contract, Grainger has provided general liability, auto liability, and workers' compensation coverage that is acceptable to WSCA and which has met the contract requirements ("Grainger's Policies"). The insurance deductibles under the Grainger Policies have ranged from \$150,000 to \$5,000,000. The Grainger Policies do not contain any self-insured retentions. This distinction is noteworthy because each deductible policy is fully collateralized with a letter of credit pledged to the insurer. Self-insured retentions do not include this feature. In the event that Grainger were unable to pay claims falling within the deductible, the insurer would use the proceeds of the letter of credit to satisfy any claim obligation.

Grainger will provide this same coverage with the same features under Grainger's WSCA Contract #1862.

- Indemnity

In paragraph 6 of the State's January 27, 2011 letter the State agrees that the indemnification language in WSCA Contract #7066 is acceptable and shall replace the indemnification language suggested in the RFP for the WSCA Contract #1862. For ease of reference Grainger provides the #7066 indemnity language below, and this which will now be the indemnity language for Grainger's WSCA Contract #1862:

WARRANTY DISCLAIMER. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION, AND ANY DESCRIPTION DOES NOT EXPRESS OR IMPLY A WARRANTY THAT THE PRODUCTS ARE MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED THE PURCHASE PRICE PAID.

Prompt Disposition.

Grainger will make a good faith effort for prompt correction or other adjustment with respect to any product, which proves to be defective within warranty period. Before returning any product, write or call the Grainger branch from which the product was purchased, giving date and number of original invoice, and describing defect.

Product Suitability.

Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While Grainger attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application, and national and local codes and regulations, to be sure that the product, installation, and use will comply with them.

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OSHA Hazardous Substance & California Proposition 65 Product Information.

Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances and a list of products known by the state of California to cause cancer or reproductive harm are available at your local Grainger branch, or by contacting Grainger, Dept. B2.C8, 100 Grainger Parkway, Lake Forest, IL 60045-5201 U.S.A. The information and recommendations contained on the MSDS supplied by the manufacturer are considered to be accurate and reliable. Grainger, however, makes no warranty with respect to the accuracy of the information or the suitability of the recommendations. Grainger disclaims any and all liability to any user.

Thank you for this opportunity to continue working with the State and the individual states associated with WSCA. Grainger looks forward to continued success with the smooth implementation of Grainger's WSCA Contract #1862.

Sincerely,



Doug D'Alessio
Senior Government Sales Manager
National WSCA Program Manager



SUBJECT: Amendment No. 2 to Request for Proposal No. 1862

DATE OF AMENDMENT: September 29, 2010

DATE OF RFP RELEASE: August 20, 2010

DATE AND TIME OF OPENING: ~~October 7, 2010 @ 2:00 p.m.~~

AGENCY CONTACT: Gail Burchett, Purchasing Officer

The following shall be a part of RFP No. 1862 for *A Multi-State contract for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools*. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Section I. Timeline Change:

The opening date/ final day and time for response submittal, shall be **October 20, 2010 @ 2:00 p.m.**

Section II: Additional State Intent to Participate:

The State of Oregon has signed an "Intent to Participate" document for this procurement.

Section III: Addition Terms and Conditions:

The following are the unique terms and conditions for the State of Connecticut.



Section IV: Questions and Answers:

1. You refer to an excel file included, but I found no evidence. Only the overview and Industrial Supplies docs. Please email or publish.

The excel spread sheet was embedded in the document however, a revised excel spreadsheet with market basket manufacturer part numbers corrected as needed will be

No, we will not add these items, however if they are items listed in an awardees' catalog, they will be available under this contract.

9. Is the current WSCA contract due to expire, available for review by the public? If so, how can we obtain a copy?

Yes, please send an email to gburchet@purchasing.state.nv.us and I will respond by sending you our Public Information Request form. After this form is returned to Nevada State Purchasing, I will make the contract available via email or disc to you.

10. In the Market Basket Spread Sheet for Batteries and Flashlights, you have a column for "2009 Units Sold". If it is an 8 pack, for example, does that quantity indicate how many 8 packs are sold or how many individual units are sold?

Individual Units.

11. Does the contract administrator have a preference for the formatting of the electronic (CD-ROM) price list that will be submitted along with this bid? In our other single State bids we've traditionally submitted our pricing in Microsoft Access format. Is this format acceptable for this particular bid or is there some other preferred format that we should follow?

Your response to the price list must be as requested in the RFP document only. Vendor's catalogs may be submitted on CD or hardcopy.

12. 1.1 Volume Discounts – Minimum Order Will the State of NV and all Participating States take into consideration and allow the proposers to ship according to the mfg ordering guidelines? In the event a manufacture will only ship case qty; example: lamps can be only shipped in qty of 12 per case. Manufactures have restrictions on certain items which have been proven to limit damaged shipments.

The State of Nevada will allow proposers to offer manufacturer guideline ordering quantities. However, this minimum order issue will need to be addressed separately to each Participating State via that State's Participating Addendum.

13. 1.6 Allowable Price Increases- The RFP states that all price increases will be substantiated by the Producer Price Index and/or Consumer Price Index or similar pricing guide. Will The State of Nevada and all Participating States accept a manufacture price increase on manufacture letterhead stating the proposer's percentage increase and effective date?

No, price increases shall be substantiated by the PPI, CPI or similar pricing guide.

14. Attachment H - Market Basket Pricing Schedule certain manufactures do not offer a published List Price; in lieu of a manufacture list price can we submit proposer list price?

proposer offers multiple states are they barred from adding states after the award? A proposer's geographic distribution limitations may change during the course of the contract. How would WSCA/SON interpret the above clause in that circumstance?

The language in Section one of this RFP shall be changed to the following:

However, if a Proposer elects to submit a Proposal for a single State then the Proposer must be willing to supply the entire State. Proposers may add additional States at a later date during the contract if mutually agreed to by the proposer and WSCA. Please note that this does not guarantee that additional States added at this later date will automatically sign a Participating Addendum.

21. All pricing listed shall be ceiling prices with the option for Participating States to negotiate more favorable discounts for large orders. Does this apply to category discounts as well or only to the line item pricing in the attachment?

Both category and line item pricing.

22. 3. 5.1.11 financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions. 1. Dun and Bradstreet number 2. Federal Tax Identification Number 3. The last two - (2) years and current year interim: Profit and Loss Statement Balance Statement Will the State of Nevada accept alternate financial assurances in the form of "Letters of Comfort" from our banking and accounting firms? As a privately held company disclosure of our financial statements is a requirement that runs contrary to the private nature of our ownership. In the event the State will not accept alternate forms of assurance of financial soundness what is the statutory or regulatory basis for this requirement?

Yes, the State will accept alternate financial assurances.

23. Product Questions Market Basket Spreadsheet cleaning category. a. Please provide the Diversey item numbers. Many of these items have multiple product pack and Unit specifications. 5NF21 Disinfectant, 1 Qt Diversey, Inc. WIDE RANGE II RTU 3UT36 Cleaner, Foam Burst Diversey, Inc. FOAM BURST 5NF24 Cleaner, 1 Qt Diversey, Inc. CREME SOLVER 2LEF7 Clinging Toilet Bowl Cleaner, 1 qt Diversey, Inc. 2LEF7 5NF22 Cleaner, Grout, 1 Qt Diversey, Inc. GREAT WHITE 2CXB8 Cleaner and Disinfectant, Pine, 1 Gal Diversey, Inc. 2CXB8 5NF23 Cleaner, 1 Qt Diversey, Inc. TOUGH BOWL none Oxivir Five 16 Johnson Diversery none Alpha-HP Bathroom Cleaner Johnson Diversery none Alpha-HP Multi Surface Cleaner Johnson Diversery none Stride Neutral Cleaner Johnson Diversery.

Please provide pricing per quart for each product.

24. Please explain why these industrial lubricant products are included in the cleaning supply category? We request that these be removed from consideration as required items. 4ZF44 Grease, Automotive Exxon Mobil Oil Corp XHP222SPECIAL 4UJ42 Grease, 2 NLGI

Not necessarily. All States will sign Participating Addendums if and when they decide to use an awarded contract.

31. Attachment H Market basket. Is the List price the manufacturer's list price?

No. It is the vendor's catalog list price.

32. Attachment I Percentage off list pricing schedule. Can more than one discount be submitted for a category? For example, for #15 Power Tools & Accessories, discounts submitted for tools and accessories could be 35, 40, 45, 50 and 60. By providing multiple discounts better pricing can be offered to the WSCA states.

No. Please provide one percentage off category list price for each full category you propose.

33. Should my pricing include freight charges or should that be separate from pricing?

Yes. All products delivered to the continental United States are to be FOB Destination. Hawaii and Alaska may be taken as an exception however proposers must describe in detail, any freight charges to these two States.

34. Cannot reach list of products to bid on.

The corrected excel spreadsheet is embedded at the end of this document.

35. Inquiring as to any update to Attachment H Market Basket Pricing Schedule to the lamps/ballasts and fixtures description and model numbers. Most of the manufacturer model numbers for lamps do not match their descriptions in the spreadsheet.

The corrected excel spreadsheet is embedded at the end of this document.

36. Our company, LED ECO SOLUTIONS INC. dba AoTuroaLED, is a leading edge manufacturer of a full line of LED (light emitting diodes) products. Our classification falls under "Lamps, Ballasts and Fixtures". Our company does not manufacture, distribute or sell ballasts, fluorescent lighting, etc. Our question is: Will WSCA issue an addendum that allows our products to be offered via WSCA as its own product line. Support for our case is as follows: AoTuroaLED is the North American interior lighting division of Axiom LED of New Zealand (go to www.AoTuroaLED.com for more detailed information). The LED systems we offer are used to retrofit fluorescent lighting in office, warehouse, and parking garages. Axiom NZ LED lighting modules are made in New Zealand and our Axiom Power Corp. power units are made in Taiwan. Our kits are brighter than fluorescents, much lower energy, 10x the life at 100,000 hour rating, and contain no hazardous or harmful materials like the mercury (Hg) in fluorescent tubes. Due to extensive interest by Military and Government facilities in the USA, AoTuroaLED announced that LED systems will be fabricated in California and Nevada. The products will be in compliance with GSA standards. White LED retrofit kits will be

spend for each of the 31 States?

No. this is an aggregate spend for each category for all Participating States.

41. I see the amendment 1 for 1862a, but don't see what exactly amendment 1 is for?

Amendment 1 was announcing that the preproposal conference was to be held at the Grand Sierra Hotel, Reno, Nevada.

42. If we are awarded the contract are the local entities still allowed to buy from other vendors as well?

Yes.

43. How will we be notified of the award of the contract?

Awarded vendors will also be sent a notice of award via fax and US mail.

44. Inquiring as to any update to Attachment H Market Basket Pricing Schedule to the lamps/ballasts and fixtures description and model numbers. Most of the model numbers do not match their descriptions in the spreadsheet.

The corrected excel spreadsheet is embedded at the end of this document.

45. In Fasteners category, pricing is requested for some wire rope, clips, etc. These items are identified as supplied by 3M Company. The supplier looks to be incorrect. Is there another supplier you prefer?

Proposers may submit items that are equal or better than the item listed. These may be from a different manufacturer than listed.

46. In the lighting section of the Market Basket Price Spreadsheet the Item Description and Grainger Product codes are inconsistent with the manufacturer's product codes from line 47 of the spreadsheet to the bottom. Can you please clarify which code we should be comparing? As an example Grainger 5XP32 describes a fluorescent tube. The GE lighting description is for a floodlight.

The corrected excel spreadsheet is embedded at the end of this document.

47. Can we receive a copy of the existing Grainger contract and what would be the ETA?

Yes, please send an email to gburchet@purchasing.state.nv.us and I will respond by sending you our Public Information Request form. After this form is returned to Nevada State Purchasing, I will make the contract available via email or disc to you. I will send you this information within 3 days of receipt of the Public Information Request form.

55. Section 3.5.3. – Online Workflow Management – Please provide a deeper explanation and expectations of this point in the contract.

Section 3.5 E-Commerce and Web Catalog Capabilities shall be changed to a desirable requirement. Please discuss what controls/ checks and balances you have in place to assure WSCA and the Participating States that order requests have been authorized by the using agency within that State prior to order placement by the vendor.

56. Section 3.8. – Procurement Card Policy – Can procurement card data for each entity be stored at each Ferguson Enterprises, Inc. location? Provide details. a. In the absence of pay on the site (through Ferguson Online & Punch-out), will WSCA allow payment processing to occur via phone through an FEI representative?

No. Processing of P-card payment must transpire via internet or on site.

57. Section 1 – Overview of Project The categories listed in this section (Electrical Repairs and Equipment & Material Handling Repairs) use the word “repair”. Please verify that no services are required under these categories?

No services are required under any categories.

58. Our company represents over 2200 manufacturers that cover over 1.2 million products. Please confirm we can use our website as the list price?

The term list price means proposer’s catalog list price.

59. Market Basket The entire Lamp Section contains inaccurate information. For each line item the WWG part # does not correspond with the Manufacturer’s part #. They represent two distinctly different items. Which # should we use to cross the items? The WWG # is a higher priced item than the Manufacturer’s #. Please see example below...1PGT3 Lamp,F7BX/827/ECO,CFL,Plug-In,7W,Biax General Electric Lighting
F34CW/RS/WM/ECO 2V791 Lamp,90par/H/Fl25,90 W General Electric Lighting
F32T8/SP41/ECO The part number (1PGT3) and description is not = to the manufacturer description (F34CW/RS/WM/ECO)

The corrected excel spreadsheet is embedded at the end of this document.

60. Market Basket Some items in the cleaning section have very little information - see example none Oxivir Five 16 Johnson Diversery MRO Chemicals no history We request that items that do not have all the information be removed? (There are other items in this section with very little information)

We will not remove any items however proposers may offer equal or better to products as a replacement for the items listed.

No.

70. May category discounts be provided as a range, for example 10% - 20% rather than a single discount?

No. A single percentage discount off vendors catalog per category is expected.

71. In Section 1. Overview, where does the proposer identify the geographic limits proposed? Are the 31 states that have indicated the intent to participate the maximum geographic limit of coverage that may be proposed? If so how will additional states be added should they decide to participate after award?

Please indicate your geographic limits beneath the question or statement in the RFP. Proposers may name any of the 50 States as part of their geographic coverage.

72. Are the Special Terms and Conditions referring to the Individual State's Unique Terms and Conditions? Or are the Special Terms and Conditions the proposer exceptions or clarifications to the WSCA terms and conditions?

These are WSCA terms and conditions. Please note however that States that have indicated their intent to participate have listed any of their unique terms and conditions in the RFP or this amendment. Other States that opt to use awards based on this procurement may have unique terms and conditions. These terms and conditions will be part of that State's Participating Addendum.

73. Should the point of contact information of the references be included in the confidential proposal given the confidential nature of the information?

No.

74. What is the contract price per each for the following 25 part numbers in the market basket? 6TG01 6TD41 3MA16 4T152 2DCX1 2FPJ4 1F398 2CUU1 2ETV7 1PGV6 4TE16 4TH42 3CB54 5W419 5A051 1RL57 3VG76 4LL48 1PGT2 1TYL3 5U618 1AD87 2KFY4 2AW10 2ZB21 2NV59.

Please refer to the Grainger web link located on the State of Nevada Purchasing website.

75. There are quite a few parts listed in the Lamps Market Basket that do not match. For example, line 52, the Model number does not match the description (a model number is in the description as well) and they conflict. In these cases, should we bid the model number or the description?

The corrected excel spreadsheet is embedded at the end of this document.

Nevada as the lead State will be the point of contact for discontinued item notification.

83. Section 3.10 Customer Service Representatives (Subsection 3.10.1.2) -Can you please provide a detailed explanation of all that will be required during after hours; i.e. for customer service support, product delivery, technical, etc ...

The representative must be available to assist in emergency situations that may arise within a Participating State. This may include delivery, support, technical etc.

84. Section 3.10 Customer Service Representatives (Subsection 3.10.1.2) Can you also provide an anticipated volume for this service?

The volume for this service will vary from State to State.

85. Section 3.10 Customer Service Representatives (Subsection 3.10.1.2) Will we need an outside sales representative in every participating state? Can an inside sales team be used to cover the area where outside representation is not available?

Proposers must offer Customer Service Representatives as described for each State. Proposers shall describe in detail their method for this service.

86. Section 4.5 Shipping (Packing Label and Packing Slip)- Are we correct in thinking the WSCA requirement is 1 Packing Label per carton shipped and 1 Packing Slip per shipment? If the WSCA shipping requirement is anything different than above, please clarify?

In general this will suffice. Certain Participating States may request a different method via their Participating Addendum.

87. Section 4.5 Shipping (Packing Label and Packing Slip) - The State is requiring an Authorized Purchasers to on the Packing Label. How will we be able to identify the Authorized Purchaser on a PO?

Contract holders will be advised of the Authorized Purchasers per State at the time of signature on each Participating Addendum.

88. Section 4.5 Shipping (Packing Label and Packing Slip) - If a Proposer is unable to provide all the required information being requested, should we make note on the exceptions report all the detailed information that we can supply?

Yes.

89. Section 4.6 Implementation (Subsection 4.6.3) - What is an acceptable, expected time frame for proposer's to implement the online ordering system?

96. Section 6. Subcontractor Information - Please define Subcontractor. For example, is it only Minority and Woman Owned Businesses (M/WBE), Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE) or other examples of subcontractors?

Subcontractors for this procurement are described as any type of provider or business that will be supplying products to a Participating State on your behalf.

97. Section 7.0 Pricing - Can the Proposer provide pricing on the percentage off category and not participate on the Market Basket items that correlate to the percentage off category; i.e. proposer offers 10% off on the HVAC Percentage off category, and not participate in the HVAC Market Basket category?

No.

98. Section 7.0 Pricing - Can the State please provide the awarded bid tabulation from the most recent contract?

Due to the size of the requested tabulation, please send an email to gburchet@purchasing.state.nv.us requesting this tabulation.

99. Section 9.3 Technical Proposal (Part 1) -Article # 9.3.3, please clarify if the (6) envelopes should be addressed to the names of the sourcing team and mailed to each specified address or if the (6) envelopes should be included in the entire bid package to be sent to Nevada State Purchasing dept.

Yes, proposers shall send the six evaluators as named in Section 9.3.3 the technical proposal section only. All other copies of the technical proposal, all cost proposals and all confidential material must be sent to Nevada State Purchasing.

100. Master Agreement for Services of Independent Contractor, page #36 -How could we obtain a copy of the Participating Addendums and/or Master Agreement for Services of Independent Contractor for the State of California and Wyoming?

Due to the size of the requested documents, please send an email to gburchet@purchasing.state.nv.us requesting this information.

101. Master Agreement for Services of Independent Contractor, page #36 Where will we find a copy of Attachment AA and Attachment CC, which is referenced on page 37?

Attachment AA is RFP 1862 (this solicitation) and any amendments. Attachment CC will be the awarded contractor's proposal. An MSA for each awarded vendor will be issued.

102. Attachment G – States Intending to Participate -Will there be additions to the states listed in Attachment G or if the list is inclusive?

109. Please clarify the environmental requirements in sections 4.8.2, 4.8.3 and 4.8.4. As a distributor we do not control the manufacture of the products themselves, we do offer environmentally friendly products but the above sections appear to involve manufacturing processes.

Distributors are expected to respond to this section with applicable information. This may include manufacturers known practices that the proposer distributes.

110. Section 1.1 With regard to volume incentives or growth incentives; are the participating states able to accept discounts in the form of rebates rather than an increase in the discount offered? You are suggesting a cumulative volume discounts (or rebate), are you referring to a volume for purchasing entity, an entire State or for the entire contract?

Volume discounts are cumulative volume discounts and refer to the entire contract volume.

111. In the previous awarded contract there were a range of discounts offered per product category. When evaluating the pricing of items outside of the market basket how will the evaluation committee check and verify the actual pricing offered on an item?

One percentage off catalog list price for each category is required. All pricing shall be per the proposer's current published catalog.

112. How do you anticipate evaluating percentage discounts for this award since the list price varies by supplier? Catalog pricing may vary widely by supplier. How will the actual discounts offered be evaluated? This is important because some of the discounts offered may appear to be smaller but the "Catalog" price may already be considerably lower and a 5% discount from one supplier may be equivalent to a 30% discount from another.

All catalog pricing and the offered percentage off pricing shall be taken into consideration during evaluation.

113. During the previous contract, how were products not shown in the printed catalog priced by the supplier and subsequently verified by WSCA?

The current contractor's catalog is used to verify the pricing.

114. In section 7.1.2, how do you define purchasing entity?

A "purchasing entity" is any governmental entity within a Participating State. This includes all State, city, county, school districts, university systems, judicial systems and any other political subdivision within that State.

115. In section 1.6, does the 1 year firm pricing apply to the parts listed on the market baskets or to all items sold during the 1 year period?

This question refers to any conflict of interest in which a contractor employee also is employed by a purchasing entity within a Participating State. National Guard service is exempt from this information.

121. Does each state that has indicated intent to participate have a centralized warehouse? If so, could you provide a list of the addresses?

No.

122. Please provide the breakdown of the previous contract year spend of \$360M per category?

This information is not available.

123. For at least 7 parts found in the Fasteners and Packaging market baskets, the Grainger part number, and descriptions match; however, the supplier name does not match. For example. Part number, 2XY29, and Description – Anchor Shackle, match; however, the Supplier Name is 3M Tape Division. For these parts, do you want us to disregard the supplier name?

The corrected excel spreadsheet is embedded at the end of this document.

124. Section 1.3.3; If each State can add an administrative fee, can this amount be added to the sale price of the contract within that State alone? This will allow State's that do not participate in this practice to receive the most competitive price available? Is there a maximum or cap on fee that can be added? Will you provide a list of the administrative fees for each participating state?

Individual State Administrative Fees shall be added to that individual State pricing only. The individual State Administrative fees will be described in their Participating Addendum and reflected in the price per item for that State. WSCA does not have access to each State's Administrative Fees.

125. Section 4.10.3: Is this provision asking for items that may be available to be purchased through a reseller for this contract? Will these type of arrangements need to be considered a sub-contractor?

Proposers are asked to detail products that may be available and may also include any intentions to sell through a reseller in their proposal response. These arrangements may be considered a sub contractor relationship.

126. Section 6.1: As part of our Small Business subcontracting plan we would like to continue to seek partners that we can add to the scope of this agreement. Will we be allowed to add Small Business subcontractors after award to help increase the Small Business throughput on this agreement?

The corrected excel spreadsheet is embedded at the end of this document.

132. Is a complete Pricing List required with the bid submittal for EACH manufacturer offered? That is on page 79?

Page 79 is the request for the percentage off catalog list price per category for all items offered not on the market basket. Proposers shall respond with one total percentage off catalog list price only per category.

133. Section 1.6 - Allowable Price Increases Section 1.6 talks requires that price increases be substantiated by the PPI or CPI. Since it is not uncommon to have a substantial increase from a supplier on a single item that would not be reflected in or by the PPI or CPI. Will WSCA accept additional or other forms of support for price increases, such as a manufacturer's letter?

No.

134. Will WSCA allow the parties to agree upon the adequate substantiation for price increases, such as PPI, CPI or manufacturer's letter, depending on the situation?

Indexes such as PPI and CPI are the only forms of substantiation of price increases acceptable. A manufacturer's letter will not be accepted.

135. Will WSCA accept another form of conclusive evidence? Such as a letter from the manufacturer? It is not uncommon to have a substantial increase from a supplier on a single item and not affect the Producer Price Index or Consumer Price Index significantly. We suggest that WSCA allows for an exception with this requirement.

This will not be acceptable to WSCA.

136. Section 3.5. E-Commerce and Web Catalog Capabilities If WSCA moves the requirement for work-flow management from a mandatory requirement to a desirable feature, will WSCA give vendors with work flow management capabilities and functionality extra credit?

Section 3.5 E-Commerce and Web Catalog Capabilities shall be changed to a desirable requirement.

137. Section 4.8 Sustainability/Environmental Practices This section asks proposers to describe sustainability and environmental practices for the following: Section 4.8.2 - Use of single plastic resins in plastic components weighing more than 100 grams; Section 4.8.2 - Clear and visible labeling of plastic types in components weighing more than 25 grams Section 4,8,3 - Avoidance of paints, including metallic paints on any internal or external plastic housings Section 4.8.4 - Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be

Multiple awards are possible based on the proposal responses.

144. Will the award lean more toward a distributor who can supply products from more categories than just 1 or 2?

Multiple awards are possible based on the proposal responses. Proposal responses will be evaluated and awarded points. There are a maximum 500 points for pricing and 500 points for the desirables section of the RFP.

145. Will the award favor a distributor who can supply products from all the categories?

Proposal responses will be evaluated and awarded points. There are a maximum 500 points for pricing and 500 points for the desirables section of the RFP.

146. Will WSCA award the contract to a distributor who can cover a larger geographic area over one that has a limited number of states it can cover?

Proposal responses will be evaluated and awarded points. There are a maximum 500 points for pricing and 500 points for the desirables section of the RFP.

147. Section 1. Overview: Is there any possibility to allow for expansion to other states during the award period or any renewals? If the proposer chooses to only service one state due to a variety of reasons, as that proposer grows and is able to service other states, is there some reason we cannot do that at the appropriate time?

The language in Section one of this RFP shall be changed to the following:

..However, if a Proposer elects to submit a Proposal for a single State then the Proposer must be willing to supply the entire State. Proposers may add additional States at a later date during the contract if mutually agreed to by the proposer and WSCA. Please note that this does not guarantee that additional States added at this later date will automatically sign a Participating Addendum.

148. Section 8.1 Are we to understand that payment is guaranteed within 45 days? If it is past that time period can we then charge interest?

The WSCA terms and conditions allow for late fees and interest, how if this varies the Participating State will address this on their Participating Addendum.

149. Attachment H Could you please define the term "Market Basket"?

Items that have a history of high volume purchases comprise the market basket. It is expected that due to the high purchase volume that better pricing will be given for these specific items than the % of catalog list price.



SUBJECT: Amendment No. 3 to Request for Proposal No. 1862

DATE OF AMENDMENT: October 7, 2010

DATE OF RFP RELEASE: August 20, 2010

DATE AND TIME OF OPENING: October 20, 2010 @ 2:00 p.m.

AGENCY CONTACT: Gail Burchett, Purchasing Officer

The following shall be a part of RFP No. 1862 for *A Multi-State contract for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools*. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Section I:

The reference due date is changed to October 15, 2010 @ 5:00p.m.

Section II:

Per Amendment 2 for this RFP Section 3.5 E-Commerce and Web Catalog Capabilities shall be changed to a desirable requirement.

Section III:

The lamps and ballasts section of the pricing sheet has been revised. This revised pricing sheet shall replace the lamps and ballasts section of the pricing sheet released in amendment 2. See the attached document below.



Lamps and ballasts
spreadsheet only for

ALL ELSE REMAINS THE SAME FOR RFP 1862

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR _____

AUTHORIZED SIGNATURE _____

TITLE _____ DATE _____

RFP 1862 Amendment #3

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

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- Reporting Capabilities
- Contract Management
- Disaster Recovery Plan
- ESB/MBE& WBE Programs
- Retail Store/Will Call Availability
- Growth Incentives
- Reasonableness of pricing
- Range of commodities offered
- Scope of geographical coverage offered
- The States' judgments concerning the proposer's capability to meet demand within the proposed geographical area
- Web based ordering System
- The quality and availability of recycling or environmental conservation programs, including products offered
- The marking of green products in the on-line catalog when applicable
- The favorability of the terms under which the proposer will do business
- Other criteria as may be listed in the "Desirables" Section Four of this proposal
- Other proposer programs, capabilities, and product characteristics judged to provide additional value or administrative pricing savings to the Participating States

While the primary purpose of this solicitation is to select a proposer(s) who can offer the supplies for all Participating States, proposers are permitted to submit a proposal on more limited geographical areas, however, not less than one entire Participating State. Proposers must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. However, if a Proposer elects to submit a Proposal for a single State then the Proposer must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

A Participating State may evaluate and select a proposer for award in more limited geographical areas (e.g. A single state) where judged to be in the best interests of the State or States involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.

WSCA, Participating States, and Purchasing Entities reserve the right to competitively solicit for additional sources for commodities during the contract term, where deemed to be in the best interests of the State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.

Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State.

All pricing listed shall be ceiling prices with the option for Participating States to negotiate more favorable discounts for large orders.

The Participating State may elect to designate the resulting contracts as permissive, or mandatory.

1.1. VOLUME DISCOUNTS

for the contract period. The Purchasing Division does not guarantee that the Participating States will buy any or all estimated amounts of any specified item or any total amount.

1.5. CONTRACT LENGTH

The contract period shall be for an initial three (3) years with the option to extend for one (1) additional (3) three year term provided:

- There are no changes in terms;
- The contractor(s) agree to the extension; and
- The extension is in the best interest of WSCA and the Participating States.

1.6. ALLOWABLE PRICE INCREASES

- Pricing changes must be held firm for the first year of the contract. Pricing may be amended semi-annually thereafter.
- Price increases may be allowed after the first year of the contract provided that the changes are mutually agreed upon by both WSCA and the contractor(s) and conclusive evidence of a need for the price increase is substantiated by the Producer Price Index, Consumer Price Index or similar pricing guide. Any price decreases shall be immediately passed along to the purchaser.

1.7. CONTRACT PARTICIPANTS

Apart from the Lead State conducting the solicitation, the States indicated in Attachment F have signified their intent to enter into a contract. This Intent to Participate is not binding. Other States may use awards based on this solicitation at any time during the contract period.

1.8. PARTICIPATING ADDENDUMS

- A Participating Addendum must be executed by any State that decides to adopt a WSCA contract.
- A Participating Addendum shall be executed for each contractor by the individual State desiring to use their contract.
- Additional States may be added with the consent of the contractor and the Lead State (on behalf of WSCA) through execution of Participating Addendums.
- A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their State.
- The Participating State and the Contractor shall negotiate and agree upon any addition terms and conditions prior to the signing and execution of the Participating Addendum.
- States are not mandated to sign a Participating Addendum with all awarded vendors.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Awarded Proposer The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.

<i>NRS</i>	Nevada Revised Statutes
<i>NOA</i>	Notice of Award- formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<i>Participating State</i>	Before award a Participating State refers to those that has signed Intent to Participate and is listed in this RFP. After award a Participating State is one who has signed a Participating Addendum.
<i>Proposer</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030 (5) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
<i>Shall/Must/Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the State may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.
<i>Sourcing Team</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the proposer, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the proposer.
<i>Trade Secret</i>	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

3.3.3. Vendors shall designate all environmental preferable products (EPP) in their on-line catalogs. Describe the designation (symbol) that you will use to identify these EPP products.

3.4. E-COMMERCE DESCRIPTION

The successful proposer shall have a proven record of E Commerce capabilities, with the technology and support personnel to provide content deployment or punch out access to their online catalog, for the purpose of supporting the purchasing web sites of the Participating States. Provide a clear narrative addressing the statement above.

3.5. E-COMMERCE and WEB CATALOG CAPABILITIES

Proposers must explain their E-Commerce capabilities in detail. Proposers must have, at a minimum, the E-Commerce and web site catalog capabilities listed below. Please provide a brief explanation of how your web site catalog provides these features.

- Multiple search options from narrow options to specific search criteria;
- Display contract pricing;
- Have workflow management controls;
- On-line ordering capability;
- Order status and order tracking capabilities;
- Order history;
- Allow users to develop personal lists and profiles, and a secure means for storing procurement card information;
- Online help to use site should be available at minimum during normal work hours.
- Technical data, illustrations, Material Safety Data Sheets, parts availability, and access to web-based product sourcing is required;
- Allow viewers to view on line Proposer's product availability by location; and
- Ability to block certain items or categories.
- Ability to accept "P-Card" payments.

- 3.5.1. Web-based Catalog available? _____ Yes _____ No
- 3.5.2. Contract pricing available on line? _____ Yes _____ No
- 3.5.3. Online workflow management? _____ Yes _____ No
- 3.5.4. Order Status/Tracking Online? _____ Yes _____ No
- 3.5.5. Order History? _____ Yes _____ No
- 3.5.6. Personal Lists? _____ Yes _____ No
- 3.5.7. Online Availability? _____ Yes _____ No
- 3.5.8. EPP Products identified in Catalog? _____ Yes _____ No

3.6. STORAGE OF ELECTRONIC DATA

Describe in detail how the electronic information for each Participating State shall be stored. Do you have a dual system as a back up in the unlikely event that the main

Proposer shall provide all training as necessary at no additional pricing to all Participating States on all aspects of ordering, online ordering, product delivery, product returns, and customer service processes.

3.11.1. Describe in detail the Proposer's ability to offer training that may be required to ensure purchasing entities have a thorough understanding of all ordering processes including any online systems. No pricing for product training, safety training, or travel and per Diem.

4. DESIRABLE SECTION - THIS SECTION SHALL HAVE POINTS AWARDED FOR EACH SECTION.

1000 points is the total amount of points allowed for this solicitation. The desirable section of this RFP shall represent 50% (500 points) of the total points awarded for this solicitation. 50% (500 points) of the total points awarded shall be for the pricing section of this solicitation, i.e. Attachments H and I.

4.1. RETURN POLICY

What is your standard return policy?

4.2. DISTRIBUTION POINTS

It is desirable that a successful proposer has inside and outside sales staff and distribution facilities located in all Participating States or geographic area offered. Proposers must provide the locations of their distribution points and information regarding sales staff for each Participating States or geographic area offered.

4.3. CONTRACT MANAGEMENT

Describe the Proposer's strategy for contract management and sales support including roles and responsibilities as they relate to each participating state for each of the proposed account teams that will handle contract management issues.

4.3.1. It is desired that proposers have a representative(s) that has the sole responsibility of management of this WSCA contract. Provide a list the name(s) and title(s) of the dedicated WSCA representative(s) per region or State.

4.3.2. Does your contract management include customer training? Please provide a detailed narrative including, at a minimum, the following:

- Energy efficient lighting;
- New products;
- Equipment and operation- Manufacturer/certified set up and training;
- Seminars; and
- Other such as green products.

4.4. DELIVERY

Delivery time for in-stock items should not exceed 24-48 hours for all points within in the Participating States. Non-stocked items must be delivered within 10 working days. The Participating States reserve the right to impose restrictions. Explain in detail your delivery policy.

implementation is planned in terms of limited functionality vs. complete functionality, please specify.

4.6.4. Describe in detail the Proposer's experience when implementing customer relationships of equivalent size and complexity.

4.6.5. Describe any customization abilities for different States or political subdivisions within a Participating State.

4.7. REPORTING CAPABILITIES

The proposer shall provide the State of Nevada Purchasing Division information on all reports that are available without charge, to include a brief description of the report and the frequency. The State of Nevada and Participating States will decide which reports are required and notify the successful proposer(s). If there are other reports available at additional pricing, information on these reports is also required. Please note the reporting requirement in the WSCA terms and conditions.

In addition to the reporting capabilities requested above please thoroughly explain your company auditing policy to ensure that pricing and services are in compliance with the contract. Explain your policy for revenue recovery in the event that any auditing reveals incorrect pricing.

4.8. SUSTAINABILITY/ENVIRONMENTAL PRACTICES

Sustainability and sound environmental practices are important to many of the Participating States. Thoroughly describe your sustainability and environmental practices that you currently have in place. This description should include the following:

4.8.1. Describe Proposer's environmental practices that are applicable to items that Proposer markets. Provide links to your published statements and policies.

4.8.2. Use of single plastic resins in plastic components weighing more than 100 grams; Clear and visible labeling of plastic types in components weighing more than 25 grams.

4.8.3. Avoidance of paints, including metallic paints on any internal or external plastic housings.

4.8.4. Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

4.8.5. Provide a list of products for which you provide end of life take-back and recycling (e.g. fluorescent lamps, batteries, solvents, metals, etc.). List subcontractors if any you use for these services. List any fees or conditions for these services. Certificates of Disposal must be provided for hazardous waste. This is an EPA requirement.

4.8.6. All proposers are encouraged to offer packaging which minimizes or eliminates the use of disposable containers; is made from recycled content; contains a minimum of 25% by weight of post consumer materials; and/or meets or exceeds

- 4.10.2 Describe in detail how the Proposer will track all ESB/MBE/WBE Products and services, including ordering, delivery, and invoicing.
- 4.10.3 Provide a list of Products that may be available to be purchased from ESB/MBE/WBE companies under the proposed Contract.
- 4.10.4 Describe how Proposer will make best efforts to increase the number of Products available to Authorized Purchasers under the Contract acquired from ESB/MBE/WBE businesses.
- 4.10.5 Describe what other products or services the Proposer can offer within a category that supports ESB/MBE/WBE suppliers.

4.11 Community Rehabilitation Program (CRP) / Qualified Rehabilitative Facilities (QRF):

- 4.11.1 Describe how the Proposer supports the use of products and/or services sourced from QRF and the CRP programs.

4.12 RETAIL STORE PURCHASES/WILL CALL:

Describe the availability of contracted items through Proposer's branch locations. Please provide a list of branch locations that provide a will call service in each of the Participating States.

Provide a narrative that explains how authorized purchasers will be able to make purchases at will call branch locations, make payment for those items and have those items included in the reporting described as described in Section 4.7.

4.13 GROWTH INCENTIVES:

- 4.13.1 Describe in detail any contract growth incentives, e.g. larger revenue, different levels of discounts for large orders that may be offered to the Participating States/purchasing agency.
- 4.13.2 Describe in detail any incremental pricing incentives for on-line ordering verses fax or call in ordering.

5. COMPANY BACKGROUND AND REFERENCES

5.1. PRIMARY PROPOSER INFORMATION

Proposers must provide a company profile. Information provided shall include:

- 5.1.1. Company ownership (sole proprietor, partnership, etc).
 - 5.1.1.1. Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded proposer, unless specifically exempted by NRS §80.015.
 - 5.1.1.2. The selected proposer, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.

- 5.2.4. Staff assigned to reference engagement that will be designated for work per this RFP;
- 5.2.5. Client project manager name, telephone number, fax number and e-mail address.

6. SUBCONTRACTOR INFORMATION

6.1. Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If “Yes”, proposer must:

- 6.1.1. Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 6.1.2. Provide the same information for any proposed subcontractors as requested in the Primary Proposer Information section.
- 6.1.3. References as specified above must be provided for any proposed subcontractors.
- 6.1.4. The State may require that the awarded proposer provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State’s request, the State will be notified of such payments.
- 6.1.5. Primary proposer shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.
- 6.1.6. Primary proposer must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

7. PRICING

Note: All Pricing Proposals shall be submitted to the State as a separate, sealed package and clearly marked: “Pricing Proposal in Response to RFP No. 1862”, please refer to the Submittal Instructions for further instruction.

7.1. The discount percentages as listed below must be in the Pricing Proposal and not be submitted with the Technical or Confidential response. These percentages will be scored in the pricing section only.

7.1.1. Percentage off items not included in the market basket must be listed in the pricing proposal. This percentage may vary by category.

7.1.2. Contract prices represent-ceiling prices for the supplies and services priced in the award(s). The proposer shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the

Letter(s) of Intent issued	November 17, 2010
Award(s) issued	November 29, 2010
Contract(s) Start Date	January 1, 2011

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

9.3. Proposal submission requirements:

9.3.1. Proposers shall submit their response in three (3) parts as designated below:

Part I: Technical Proposal

One (1) original marked "MASTER" - sent to Nevada State Purchasing.
Six (6) identical copies. One (1) each of these copies to be sent to the sourcing team listed in Section 9.3.3
Six (6) copies sent to Nevada State Purchasing
One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.) sent to Nevada State Purchasing.

THE TECHNICAL PROPOSAL MUST INCLUDE A SEPARATE TAB/SECTION LABELED "**STATE DOCUMENTS**" WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

Technical Proposal must not include pricing or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Technical Proposal in Response to RFP No.1862"

Part II: Pricing Proposal:

One (1) original marked "MASTER" send to Nevada State Purchasing.
Twelve (12) identical copies all sent to Nevada State Purchasing.
One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.) sent to Nevada State Purchasing.
One (1) copy of your catalog. Please provide a link to your web based catalog (preferable) or catalog on CD.

Pricing Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Pricing Proposal in Response to RFP No. 1862"

Attn: Bill Bolliger
State of Oregon Procurement Office
1225 Ferry Street SE, U140
Salem, OR 97301-4285

Tony DeLuca
State of Connecticut, Procurement Programs and Services
165 Capitol Avenue
Hartford, Conn. 06106

The remaining copies documents as listed in Section 9.3.1 shall be sent to the State of Nevada, Purchasing Division.

Attn: Gail Burchett, Purchasing Officer
515 E. Musser Street, Ste. 300
Carson City, NV 89701

- 9.4. The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile; e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 9.5. Although it is a public opening, only the names of the proposers submitting proposals will be announced NRS §333.335(6). Technical and pricing details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 9.6. If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 9.7. For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 9.8. If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 9.9. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis

responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

10. PROPOSAL EVALUATION AND AWARD PROCESS

10.1. Proposals that are determined to meet the mandatory section of this RFP shall be evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria listed below in no particular order.

- Experience in performance of comparable engagements/References;
- Conformance with the terms of this RFP;
- Expertise and availability of key personnel;
- Return Policy;
- Distribution points;
- Delivery;
- Shipping;
- Reporting Capabilities;
- Contract Management;
- Disaster Recovery Plan;
- ESB/MBE& WBE Programs;
- Retail Store/Will Call Availability;
- Growth Incentives;
- Reasonableness of pricing;
- Range of commodities offered;
- Scope of geographical coverage offered;
- The States' judgments concerning the proposer's capability to meet demand within the proposed geographical area;
- Web based ordering System;
- The quality and availability of recycling or environmental conservation programs;
- The marking/identification of green products in the on-line catalog when applicable;
- The favorability of the terms under which the proposer will do business;
- Other criteria as may be listed in the "Desirables" Section Four of this proposal; and
- Other proposer programs, capabilities, and product characteristics judged to provide additional value or administrative pricing savings to the Participating States.

Note: Financial stability will be scored on a pass/fail basis

Proposals shall be kept confidential until a contract is awarded.

The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

- 11.6. The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 11.7. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective proposers.
- 11.8. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the proposer's standard contract language. The omission of these documents renders a proposal non-responsive.
- 11.9. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.10. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.11. Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 11.12. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 11.13. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, proposer or prospective proposer. Collaboration among competing proposers about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the proposer.
- 11.14. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 11.15. Prices offered by proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded proposer agrees to provide the purchased services at the pricings, rates and fees as set forth in their proposal in response to this RFP. No other pricings, rates or fees shall be payable to the awarded proposer for implementation of their proposal.
- 11.16. The State is not liable for any pricings incurred by proposers prior to entering into a formal contract. Pricings of developing the proposal or any other such expenses incurred by the proposer in responding to the RFP, are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State.

reserves the right to disqualify any proposer on the grounds of actual or apparent conflict of interest.

- 11.22. The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 11.23. Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the proposer expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 11.24. The State reserves the right to negotiate final contract terms with any proposer selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded proposer's proposal, and the awarded proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.25. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any proposer misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 11.26. No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 11.27. The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.28. Any unsuccessful proposer may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 11.29. Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.30. Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.
- 11.31. In accordance with SB395, the State of Nevada, Purchasing Division shall require the purchase of new appliances, equipment, lighting and other devices that use electricity, natural gas, propane or oil, have received the Energy Star label pursuant to the program

12. SUBMISSION CHECKLIST

This checklist is provided for proposer’s convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

- | Part I: | Completed |
|--|------------------|
| 1. Required number of Technical proposals (per Submittal Instructions) | _____ |
| 2. Required Forms to be submitted with technical proposal under section/tab labeled “<u>State Documents</u>”; | _____ |
| a. Page 1 of the RFP completed | _____ |
| b. All Amendments completed and signed | _____ |
| c. Primary Proposer Attachments A & B signed | _____ |
| d. Subcontractor Attachment A & B signed (<u>if applicable</u>) | _____ |
| e. Primary Proposer Information provided | _____ |
| f. Subcontractor Information provided (<u>if applicable</u>) | _____ |
| g. Certificate of Insurance | _____ |
| h. (<u>other</u>) _____ | _____ |

- Part II:**
- | | |
|--|-------|
| 1. Required number of Pricing proposals (per Submittal Instructions) | _____ |
| 2. (<u>other</u>) _____ | _____ |

- Part III:**
- | | |
|---|-------|
| 1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) | _____ |
| 2. Financial Information | _____ |

REMINDERS:

- | | |
|---|-------|
| 1. Send out Reference forms for Primary Proposer (with Part A completed) | _____ |
| 2. Send out Reference forms for Subcontractors (with Part A completed) (<u>if applicable</u>) | _____ |

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
SUBCONTRACTOR

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030 (5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful proposers’ technical and pricing proposals become public information. In accordance with the Submittal Instructions of this document, proposers are requested to submit confidential information in a separate envelope or binder marked “**confidential**.”

The State will not be responsible for any information contained within the proposal should proposers not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the proposer to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES _____

NO _____

SIGNATURE _____
Subcontractor Date

PRINT NAME _____
Subcontractor

This document must be submitted in the “State Documents” section/tab of proposers’ technical proposal

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

And

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1) (d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. **DEFINITIONS.** "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have executed a Participating Addendum. "Buyer" means any state agency or political subdivision participating under this contract. "Contractor" and/or "Contracting Agency" means a person or entity that performs services and/or provides goods under the terms and conditions set forth in this contract. "Solicitation" means RFP #1862 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This contract shall be effective from _____ subject to the WSCA Directors' approval to _____, unless sooner terminated by either party as specified in paragraph (21).
4. **NOTICE.** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

11. PAYMENT. Payment for completion of a contract is normally made within forty five (45) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

12. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

13. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

14. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

15. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

16. DELIVERY. The prices proposed shall be the delivered price to any Participating State, agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

17. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

18. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

19. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for pricings authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and

Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

23. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and pricings, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the Participating States and their officers, agencies, employees, harmless from and against any damage, pricing or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

25. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

26. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment proposal and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may offset against consideration due any delinquent government obligation in accordance with NRS 353C.190.

27. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

28. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

29. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation.

a. Uniform Commercial Code. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.

b. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

c. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.

36. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

37. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

38. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) of the Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

39. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

40. GOVERNING LAW; JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

41. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

42. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between

ATTACHMENT BB INSURANCE SCHEDULE

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with minimum limits of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:

\$2,000,000.00 General Aggregate

\$1,000,000.00 Products & Completed Operations Aggregate

\$ 0.00 Personal and Advertising Injury

\$1,000,000.00 Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$500,000.00** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.



RFP #1862 REFERENCE QUESTIONNAIRE
FOR:
A Multi-state Contract for Facilities Maintenance, Lighting Products,
Industrial Supplies and Tools

Part A:

(Name of company requesting reference)

- As Primary Proposer
 As Subcontractor of _____
 Name of Primary Proposer

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at srvpurch@purchasing.state.nv.us at (775) 684-0188, Attn: Keli Hardcastle no later than October 1, 2010 @ 5:00 p.m. PT and **must not** be returned to the company requesting the reference. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

- In what capacity have you worked with this proposer in the past?
 COMMENTS:

- How would you rate this firm's knowledge and expertise?
 ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

- How would you rate the proposer's flexibility relative to changes in the project scope and timelines?
 ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

Attachment E
WSCA TERMS AND CONDITIONS

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of an contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

Attachment F
SAMPLE INTENT TO PARTICIPATE

This Participating Addendum and the Master Price Agreement number XXXX (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures as required by Participating State]

STATES WITH NO ADDITIONAL TERMS AND CONDITIONS:

(please note that all States reserve the right to negotiate additional terms or conditions into their Participating Addendums)

- Alaska
- Arkansas
- Colorado
- Connecticut
- Florida
- Georgia
- Hawaii
- Idaho
- Iowa
- Louisiana
- Minnesota
- Mississippi
- Missouri
- Montana
- Nebraska
- Nevada
- New Mexico
- North Carolina
- North Dakota
- Ohio
- Rhode Island
- South Carolina
- South Dakota
- Tennessee
- Utah
- West Virginia

**STATES INTENDING TO PARTICIPATE THAT HAVE PROVIDED UNIQUE
TERMS AND CONDITIONS**

- Arizona
- Delaware
- Maine
- Vermont
- Washington

“State Fiscal Year” means the period beginning with July 1 and ending June 30.

2. CONTRACT INTERPRETATION

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes(A.R.S.) Title 41, Chapter 23, and it’s implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order (i) Special Terms and Conditions; (ii) Uniform Terms and Conditions; (iii) Statement or Scope of Work; (iv) Specifications; (v) Attachments; (vi) Exhibits; (vii) Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines

- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions: Accept a decrease in price offered by the contractor; Cancel the Contract; or Cancel the contract and re-solicit the requirements.

5. CONTRACT CHANGES

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontractor shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. RISK AND LIABILITY

- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification – Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and

materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. WARRANTIES

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be: Of a quality to pass without objection in the trade under the Contract description; Fit for the intended purposes for which the materials are used; Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; Adequately contained, packaged and marked as the Contract may require; and Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6 IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 7.8 Federal Immigration and Nationality Act. By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 CONTRACT TERMINATION

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor

DELAWARE

CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT:

The Contractor shall provide a manned emergency group with established emergency processes and procedures available at an 800 number that can be contacted twenty-four (24) hours a day, seven (7) days a week for response in the event of a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the State of Delaware Emergency Operations Plan.

DOCUMENT(S) EXECUTION:

The awarded vendor(s) is required to complete the new **W-9** Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov>

VERMONT

Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements

1. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

2. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of exiting appropriation authority.

3. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent of the Contractor. The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Contractor. The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Contractor.

4. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract. *Workers Compensation:* With respect to all operations performed, the contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. *General Liability and Property Damage:* With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit. Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? ____ Yes
____ No

Insurance Certificate(s): Attached _____

Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award

Terms of Sale: _____

(If Discount)

Quotation Valid for: _____ days Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Fax Number: _____

E-mail: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed) (Type or Print)

All returned quotes and related documents must be identified with our request for quote number.

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United States. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced Bid Total Offshore Dollars Represents what % of total Contract Dollars. Outsourced Work Location (Country) Subcontractor If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont. Proposed Service to be Outsourced Bid Total if provided Onshore Bid Total if provided in Vermont Cost Impact Onshore Work Location Subcontractor

Name of Bidder: Signature of Bidder: Date

ENVIRONMENTAL INFORMATION FORM

June 1, 2008

RECYCLED MATERIALS OR PRODUCTS:

All bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

ITEM # BRAND/MANUFACTURER % OF RECYCLED CONTENT % POST CONSUMER CONTENT

MERCURY CONTENT CERTIFICATION:

The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

ITEM PART # MERCURY CONTENT

Name of Bidder: Signature of Bidder: Date:

TOWNS AND SCHOOLS QUESTIONNAIRE

PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS, AND INDEPENDENT COLLEGES' OF THE STATE OF VERMONT

The Office of Purchasing & Contracting keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish these products and services to the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____

Washington

WASHINGTON STATE SPECIAL TERMS AND CONDITIONS

In Conjunction With:

WESTERN STATES CONTRACTING ALLIANCE Cooperative Contract(s) for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools

1.1 SALES & SUBCONTRACTOR REPORTS

The Contractor shall provide a Contract Usage Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>.

Reports must be submitted electronically within 30 days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

1.2 OTHER REQUIRED REPORT(S)

Contractor may be required to provide a detailed annual Contract Sales History Report that may include, but is not limited to: product(s) description, part number(s), per unit quantities sold, contract price, etc. in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement. Any reports required under this Contract must be delivered to the Contract Administrator.

1.3 CONTRACT ADMINISTRATION FEE

The Contract(s) will be subject to an Administration Fee. Contractor(s) will include this fee in its Bid pricing and not as a separate line item to Purchasers. The Contractor(s) will pay the Administrative Fee directly to the Department of General Administration on a quarterly basis and shall be due no later than 30 days after the end of each calendar quarter as specified in Item 1.1.

The Administration Fee will be 1% on all purchases made under the authority of the Contract, to customers in the State of Washington. Purchases are defined as total invoice price less sales tax. No taxes will be assessed against this Administration Fee.

1.4 RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the Purchasing Activity, personnel duly authorized by the Purchasing Activity, the Washington State Auditor's Office, and Federal and State officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

Attachment I
PERCENTAGE OFF LIST PRICING SCHEDULE FOR ALL
CATEGORIES

Attachment J

**PRE PROPOSAL SUBMISSION CONFERENCE
REGISTRATION FORM**

The Nevada Division of Purchasing on behalf of the
Western States Contracting Alliance

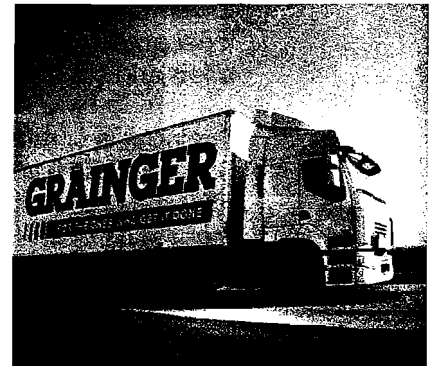
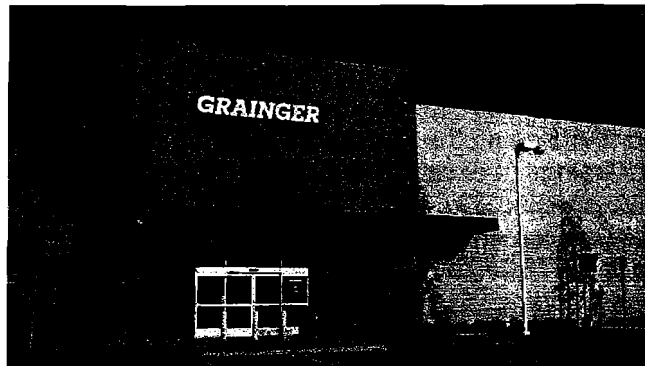
(WSCA)

Multi-state Contract for
Facilities Maintenance,
Lighting Products,
Industrial Supplies & Tools

RFP # 1862

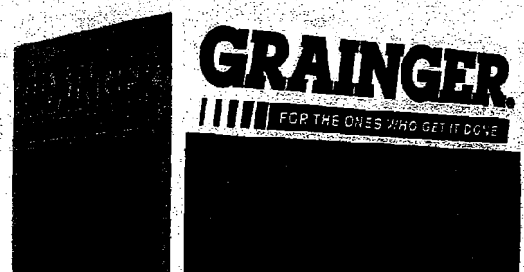
Part 1 – Technical Proposal

October 20, 2010



Service Delivered™

The products and services you need
to help you get the job done.



- Expertise in reducing our customers' total cost of acquisition through innovative solutions such as Inventory Management and Consultant Services which help customers optimize inventory positions and reduce inventory on hand, as well as identify cost savings opportunities and improve productivity.
- Corporate commitment to contract management, contract compliance, and contract transparency.

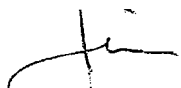
Our product offering of more than 600,000 products is by far one of the most comprehensive and has truly served as a "One-Stop" shop for our customers over the past 9 years. Our dedicated government sales organization with over 500 dedicated government sales specialists has provided our WSCA customers the highest levels of customer service unique to the public sector. Grainger's national footprint with local presence through our branch network and one of the broadest product lines in the industry have allowed us to provide our WSCA customers with the products they need when they need them. In addition, our investments in eCommerce have made our products and service readily available 24 hours a day, as we help to increase our customers' productivity and ease of ordering.

In sum, Grainger understands that public procurement professionals are working harder than ever to maintain public infrastructure and deliver services to their constituents in the face of very real budget constraints. For the past 9 years, our broad line offering and competitive pricing offered through our current contract #7066 with WSCA has helped states and communities navigate these waters. We are proud to be part of the communities we serve and look forward to continuing our partnership with WSCA into the future.

My commitment to you is this: we will continue to serve WSCA and its Members with our resources, including 500 Government Sales Specialists, 4000 Customer Service Representatives, along with over 400 branches and 9 Distribution Centers, all of which can provide same day service in most of WSCA's Participating Entities' markets. Every day we commit to deliver the best customer experience to all WSCA participating agencies, knowing that we are only successful when we provide value to the citizens they serve.

You have my commitment.

Sincerely,



Jim Ryan
Chairman, President and CEO
W.W. Grainger, Inc.



Executive Summary

Grainger is pleased to respond to the State of Nevada's RFP No. 1862, a Multi-State Contract for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools. Over the last nine years, Grainger's exceptional service, value-added programs and physical presence has enabled 39 states and thousands of government end users to benefit from the Western States Contracting Alliance contract.

Today, WSCA Members are served by a branch network second to none, ensuring just-in-time service for all their maintenance, repair and operation (MRO) needs. Last year alone, Grainger provided over 443,000 counter transactions to WSCA Members in its local branches and shipped nearly 74,000 orders to WSCA Members on a just-in-time basis. We can do this because of our:

- Over 13,000 U.S. based employees
- \$1 billion in nationwide inventory
- 439,000 products (SKUs) found on Grainger.com and 350,000 products found in its General Catalog
- 400+ branch locations with each carrying nearly \$1 million in a broad line of industrial products such as heating, plumbing, lighting, hand and power tools, and electrical and safety supplies, including hard to find MRO products
- 13 Distribution Centers (DCs) with an estimated 16.5 million square-feet of inventory space housing nearly 350,000 industrial supply products available for same day and next day delivery
- 2 New DCs in Northern California and Illinois to come online in the next two years that will add two million additional square feet to Grainger's distribution network and improve our already superior product availability
- Green Catalog with over 8,000 products (SKUs)

These investments, along with our stellar customer service, provide a response to the State of Nevada's RFP that includes:

- Grainger's most comprehensive and competitive price offer to date, which is tailored to WSCA Member actual purchasing history and habits. We leverage this information and our global supply chain network to provide the best value products and prices to WSCA Members;
- A seamless implementation plan that would support every state in WSCA, with additional incentives to grow the contract to the other states across the nation and their political subdivisions interested in WSCA's new contract;
- Demonstrated support for:
 - Sustainability and green initiatives;
 - Small and disadvantaged businesses (including Service-Disabled Veteran-Owned Businesses); and
 - Continuity and emergency response, including assisting in sustaining procurement operations in a disaster;
- Expertise in helping our customers reduce their Total Cost of Acquisition through innovative solutions such as Inventory Management and Consultant Services; and,

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A Request for Proposal process is different from an Invitation to Bid. The State expects proposers to submit creative, competitive solutions to the agency's stated problem or need, as specified below. Proposers may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. OVERVIEW OF PROJECT

The State of Nevada, Purchasing Division on behalf of the Western States Contracting Alliance (WSCA) has administered a very successful multi-state contracting effort for over (8) eight years for the products which are the subject of this new solicitation. During calendar year 2009, over 35 States have participated in the contract and purchased over \$360,000,000.00 in products. The current contract will soon expire. Accordingly the State of Nevada Purchasing Division on behalf of WSCA is seeking a supplier or suppliers to provide Facilities Maintenance, Lighting Products, Industrial Supplies and Tools. Proposals will be considered from qualified proposers that can provide all products at minimum of one entire category listed below and be able to supply the products to a minimum of one entire State.

- Heating, Ventilation, Air Conditioning/Refrigeration (HVAC)
- Air Filters
- Lamps, Ballasts and Fixtures
- Cleaning
- Material Handling Repairs
- Security
- Motors and Accessories
- Electrical Repairs and Equipment
- Fasteners
- Batteries and Flashlights
- Outdoor Garden Supplies and Equipment
- Paint and Accessories
- Plumbing
- Pneumatic Tools
- Power Tools and Accessories
- Safety
- Hand Tools
- Welding and Soldering

This procurement contemplates a multi-state scope and may result in more than one award. The award(s) will consider, but not be limited to the following factors.

- Experience in performance of comparable engagements/References
- Conformance with the terms of this RFP

be in the best interests of the State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.

Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State.

All pricing listed shall be ceiling prices with the option for Participating States to negotiate more favorable discounts for large orders.

The Participating State may elect to designate the resulting contracts as permissive, or mandatory.

1.1. VOLUME DISCOUNTS

General

Additional volume and other price discount options are encouraged, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the proposer. Extensions of additional discounts are not required but may be evaluated if offered.

Cumulative Ordering Volume Discounts

The proposer is invited to identify additional percentage discounts if total cumulative ordering volumes (by all Purchasing Entities) exceed an amount specified by the proposer. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the award(s), as extended through option exercises.

Additional Volume Discount for Minimum Order Quantity

The proposer is also invited to identify additional discounts for minimum order quantities. Purchasing Entities may consolidate purchases in order to take advantage of any volume discount extended by proposer for minimum orders, so long as a single delivery location at the discretion of the Purchasing Entity is specified.

Minimum Orders

No minimum dollar or item count is allowed on orders from Authorized Purchasers. Participating States reserves the right to authorize a minimum via their Participating Addendums.

1.2. CATEGORIES

This proposal has been divided into categories with items that generally represent those most frequently purchased during the previous contract period. These commodities are listed in the pricing section, Attachment H, of this solicitation.

1.7. CONTRACT PARTICIPANTS

Apart from the Lead State conducting the solicitation, the States indicated in Attachment F have signified their intent to enter into a contract. This Intent to Participate is not binding. Other States may use awards based on this solicitation at any time during the contract period.

1.8. PARTICIPATING ADDENDUMS

- A Participating Addendum must be executed by any State that decides to adopt a WSCA contract.
- A Participating Addendum shall be executed for each contractor by the individual State desiring to use their contract.
- Additional States may be added with the consent of the contractor and the Lead State (on behalf of WSCA) through execution of Participating Addendums.
- A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their State.
- The Participating State and the Contractor shall negotiate and agree upon any addition terms and conditions prior to the signing and execution of the Participating Addendum.
- States are not mandated to sign a Participating Addendum with all awarded vendors.

Upon successful award, Grainger offers to provide Market Basket items, all categories, and access to its entire catalog to every state in WSCA, every other state in the United States, the District of Columbia, and territories of the United States, subject to the execution of the appropriate Participating Addendum. Grainger will work with the lead state to develop a mutually acceptable process and repository for individual states to participate with the new agreement. In addition, Grainger has developed a process for any non-state entity to affiliate to the contract in order to ensure all participating entities acknowledge the use of the new WSCA procurement vehicle. Upon award, Grainger will host and manage this affiliation process with instruction from the lead state.

Over the past nine years, Grainger has refined and perfected adding WSCA Members onto the MRO contract. We started with 10,000 accounts and \$28 million in revenue in 2002 and have expanded that to 60,000 accounts and \$360 million in revenue today.

We will continue to work with Nevada, as the lead state, to refine our processes and ensure that individual states are aligned to any new contract as soon as possible after award. With the success that we have had under our current contract we believe that our existing customers will be even more pleased when presented with any new contract. Similarly, we are confident that any new contract will continue to attract new customers.

Grainger is in the process of developing an automated, simple database to allow customers to participate under any of our cooperative agreements. This process will allow Political Subdivisions and other non-State Agencies to affiliate to their State's WSCA Agreement and enjoy the benefits their State has elected through their Participating Addendum.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

<i>Awarded Proposer</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>Authorized Purchaser</i>	A State or other authorized entity participating on this WSCA contract that places orders.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to pricing or price submitted in support of a proposal or proposal. The term does not include the amount of a proposal or proposal. See NRS §333.020(5) (b).
<i>Division</i>	Department of Administration, Purchasing Division.
<i>E-Commerce</i>	The buying and selling of products or services over the Internet
<i>Forced Substitution</i>	The act of replacing any item with an alternate item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the purchasing entity.”
<i>Goods</i>	“Goods” means all things (including specially manufactured goods) which are movable at the time of identification to the contract for sale other than the money in which the price is to be paid, investment securities (Article 8) and things in action. NRS §104.2105.
<i>Green Products</i>	“Green products” mean “environmentally preferable products” in this solicitation. Green products are products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison applies to life cycle of a product extraction of raw materials, manufacturing, packaging, distribution, use, reuse, operation, maintenance, and disposal.
<i>LOI</i>	Letter of Intent - notification of the State’s intent to award a contract to a proposer, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<i>Level III Reporting</i>	Detailed Procurement Card reporting consistent with Credit Card industry standards.
<i>MSA</i>	Master Service Agreement

response to the RFP pursuant to NRS §333.335.

State

The State of Nevada and any agency identified herein.

Subcontractor

Third party, not directly employed by the proposer, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the proposer.

Trade Secret

Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

WSCA

The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

3. **SCOPE OF WORK- THIS SECTION IS MANDATORY- PROPOSERS MUST MEET THE FOLLOWING CRITERIA FOR THEIR PROPOSAL TO BE ACCEPTED AND SCORED BY THE SOURCING TEAM.**

3.1. **ORDERING CAPABILITIES**

Orders resulting from this contract will be placed directly with the proposer by the individual Purchasing Entity. The proposer must have toll free telephone and fax numbers for use by those entities located outside of the proposer's toll free area. The proposer will ship and bill as requested by the purchasing agency. The purchasing agency will remit payment directly to the proposer. As an example, there are approximately 1,000 possible separate delivery locations within the State of Nevada. The number of locations will vary by Participating States.

3.1.1. Please supply your toll free telephone and facsimile number.



Phone Number: 800-WSCA-GWW



Fax Number: 866-WSCA-GWW



Email: WSCA@grainger.com

Please note: The specific contact information above is subject to change but dedicated numbers will remain toll free upon award.

Grainger has an extensive distribution network consisting of over 400 branches, supported by 13 distribution centers, with a 14th distribution center under construction in Patterson/San Francisco, California. All are connected and integrated to allow WSCA Members* to seamlessly purchase from Grainger either by walk-in, phone, fax or online. To simplify ordering and customer service, Grainger has created dedicated WSCA toll free phone and fax numbers which will be immediately activated upon award. This will make it even easier for WSCA Members to make inquiries, receive quotes or place orders.

Upon award, Grainger will also activate the national e-mail notification that will be routed to the Member's nearest local branch so that the Customer Service and Sales Representatives that WSCA Members have relied upon for years will be there again to help, assist and meet WSCA Members' needs. Grainger will provide Web-based training addressing the terms and conditions of this new agreement to all its employees at all branches. This will ensure each inquiry, quote or order will be handled consistently across all WSCA Members. This capability will also assist in educating WSCA Members of the features and benefits of the potential award.

(*Grainger understands the WSCA structure and its relationship with the other states under the umbrella of the National Association of State Procurement Officials. For the purpose of this response, Grainger will use "WSCA Members" to denote any state or authorized entity wishing to participate in the contract resulting from this solicitation.)

3.2. F.O.B. DESTINATION

Prices for all items associated with this contract are to be FOB Destination anywhere within the Participating States or geographic area offered. Any exceptions to this provision must be clearly stated on Attachment B of this document.

For standard ground delivery Grainger will ship all orders free of charge, FOB destination. Free standard ground delivery applies to all orders to Hawaii and Alaska as well. WSCA Members shall pay the cost of any expedited or special handling requirements.

3.3. INTERNET ORDERING

Successful proposer shall provide Internet Catalogs for all agencies as described below.

3.3.1 Internet Catalogs available? Yes No

3.3.1. Provide a descriptive narrative for the type of internet catalog offered, and a URL link.

Grainger.com

Grainger.com provides online ordering capabilities and product search capabilities with full access to branch inventory and services. Our online offering includes over 439,000 products with easy to use search functionality and ordering process. (See Section 3.5 for a more in-depth description of our online offering.)

Grainger was one of the first companies to make their catalog and ordering capabilities available via the Internet, realizing early on that more and more customers were looking to conduct their business electronically. As a result, Grainger's Internet sales have grown to \$1.5 billion and as of year end 2009 represented 24% of overall revenue. In the marketplace, this makes Grainger the number one MRO Web site and number 19 in relation to all other Web sites.

Additional eCommerce Information

- **Electronic marketplaces** – Grainger has extensive experience in facilitating customers' purchasing through eCommerce platforms. Grainger can connect to customers through electronic marketplaces, exchanges or enterprise purchasing software systems using universal technology standards such as cXML. Customers can "Punch-Out" to Grainger's online catalog, create a requisition and return the shopping cart back to the marketplace for review and approval.
- **Direct connections to customers' Enterprise Resource Planning (ERP) systems** - Grainger also offers the ability to integrate its General Catalog and buying process with customers' purchasing and ERP systems. Customers who wish to "Punch-Out" directly from their ERP can access Grainger's online catalog and return the shopping cart back to their purchasing system to manage the order workflow.
- **Content File** - Grainger eProcurement also offers a shopping solution to the customer comprised of Grainger specific data deployed behind the customer's firewall (catalog resident on customer's own system rather than visiting Grainger's online catalog site via Punch-Out). This enables the customer to shop a static catalog through their current internal systems. Often the content is associated with the customer's Web-based purchasing application.

- 3.3.2. Vendors must designate market basket items in their online catalogs for ease of ordering. What symbol or marking will you use to identify market basket items?



All WSCA Market Basket products will be clearly identified with the WSCA logo that will help Members easily search for those products online at Grainger.com. In addition, WSCA Members will be able to see all products in the WSCA Market Basket or search Grainger's entire General Catalog online, enabling WSCA Members to easily take advantage of the contract benefits. As noted below, as a new eCommerce capability, when a WSCA member logs onto Grainger.com, they will immediately be directed to the "WSCA Community".

- 3.3.3. Vendors shall designate all environmental preferable products (EPP) in their online catalogs. Describe the designation (symbol) that you will use to identify these EPP products.



When shopping on Grainger.com, the green leaf symbol will help WSCA Members identify environmentally preferable products (EPP) that will help them meet their sustainability objectives. A "green" filter has been added to Grainger.com that allows Members to search and view all EPP available products.

Products identified with the green leaf are classified into two categories:

- **Certified Products:** Many products meet "green" standards established by a recognized organization such as Energy Star, Green Seal, Ecologo, just to name a few. These organizations specialize in setting standards and evaluating performance for products that offer customers an environmentally preferable solution.
- **Non-Certified Products:** These products have environmentally preferable attributes and, in some cases, are in categories where standards have not yet been established. Non-certified products, designated by Grainger suppliers, include products that reduce energy (e.g. motion sensors), have low/no VOCs that meet SCAQMD standards and recycled content products that meet or exceed EPA standards.

Grainger has partnered with TerraChoice Environmental Marketing to ensure that our labeling of EPP products is clear, transparent and void of "Greenwashing", a practice in which product labels mislead customers regarding the item's environmental benefits. Grainger will continue to use Terra Choice expertise and maintain a rigorous methodology for adding new "green" products to our catalog.

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technology standards such as cXML. Customers can “Punch-Out” to Grainger’s online catalog, create a requisition and return the shopping cart back to the marketplace for review and approval.

WSCA Members may also utilize Grainger.com as their electronic marketplace.

- **Direct connections to customers’ Enterprise Resource Planning (ERP) systems -** Grainger offers the ability to integrate its General Catalog and buying process with customers’ purchasing and ERP systems. Customers who wish to “Punch-Out” directly from their ERP can access Grainger’s online catalog and return the shopping cart back to their purchasing system to manage the order workflow.
- **Content File -** Grainger eProcurement also offers a shopping solution comprised of Grainger-specific data deployed behind the WSCA Member’s firewall (catalog resident on WSCA Member’s own system rather than visiting Grainger’s online catalog site via Punch-Out). This enables the WSCA Member to view and shop a static catalog through their current internal systems. Often the content is associated with the WSCA Member’s Web-based purchasing application.

The WSCA Member determines the data fields contained within this catalog, the data itself and the search engine that is used. Grainger has the ability to meet many different catalog specifications along with many different formats for deployment (i.e. Excel, tab delimited, CIF) as outlined in Section 3.5 below.

For the past 15 years, Grainger has worked with and developed the following internal teams to provide superior service and content and/or Punch-Out solutions to support customers, including the purchasing Web sites of the Participating States:

- **Electronic Commerce Consulting Services Team –** Grainger’s experienced and seasoned team of 24 consultants is ready to perform baseline reviews of WSCA Members’ eBusiness platforms.

Grainger Consultants work with our sales team to identify and prioritize eBusiness customer electronic connection opportunities based on customer requirements and timelines. Electronic Commerce Consulting Services Team members perform a technical assessment to ensure how Grainger can connect with the customer’s software platform and integrate systems. Technology standards are developed while ensuring business requirements are addressed and met. Consulting Managers also assist in user training to offer a collaborative and customized approach to the change management component of the system upgrade and while adoption is in progress.
- **eCommerce Operations Team -** 22 member team

The eCommerce Operations Team Members include Business-to-Business (B2B) Implementation Managers, eServices Specialists, System Analysts and a fully staffed Customer Care Team. The eCommerce Operations Team manages customer projects from inception to implementation by creating a thorough project plan that includes gathering data requirements, establishing connectivity, customer testing and post production reviews. Grainger’s seasoned team ensures that a customer’s integration goes according to project plan. Grainger has experience with many WSCA Members and technologies. With more than 60,000 accounts on integrated platforms, Grainger knows how to get WSCA Members connected.

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Enhanced features help customers find items within certain product categories based on specifications needed (i.e. **MotorMatch**, **LampMatch**). This helps Members save significant time by not having to page through a catalog or an index, or having to call for help to find one of these products.

Wildcard Search - By using an asterisk (*), Members may perform a wildcard search. For example, if a Member is looking for a model number but doesn't remember the full number, the Member may type in the first three characters followed by an asterisk (*). Grainger's site will search all of the model numbers that start with those three characters.

Refined Search – Members may further refine their search results by clicking *Search Within these Results*. This feature filters the search results by an additional keyword or description. In addition, Members may further refine their search term by Product Categories, Brand or Price. As refinements are made, detailed technical specifications are shown to allow Members to narrow down even further to the exact product.

In addition, Members may:

- Add or remove refinements to their search without leaving the results page
- Refine their results by product specifications
- Sort by price, availability, model number, brand name and more
- See additional product information without leaving the results page
- Find clearance items and new products in one click
- Find Green and Supplier Diversity products quickly
- Use Search results to compare up to eight products at a time
- See product availability in real time during checkout

- **Display contract pricing;**

Upon registration, or logging on with current username and password to Grainger.com, all WSCA contract pricing will be clearly displayed. Furthermore, all WSCA Market Basket products will be clearly identified with the WSCA logo and Members can easily search for those products online at Grainger.com. In addition, WSCA Members will be able to search for products in the WSCA Market Basket or search Grainger's entire online General Catalog, enabling WSCA Members to easily take advantage of the contract benefits while increasing contract compliance.

- **Have workflow management controls (Desirable, per Amendment 2, Question 28);**

Order Management System – Unique and specific to a Grainger.com registered user, this feature allows WSCA Members to set individual purchasing limits for their end users who order through Grainger.com. Orders that exceed the limit can be electronically routed to the account's administrator for approval. The order management system allows WSCA Members greater control in monitoring and controlling their online purchasing processes. The workflow controls described here are administered by the individual Purchasing Entity and do not require centralized administration by the Participating State.

WSCA Members are able to control and manage their workflow and spend management when registered and logged into grainger.com. At no charge to the WSCA Members, Grainger has developed **Grainger**

- **Online ordering capability;**

Ordering 24 hours per day – Online customers can send orders any time. This allows for quick and easy ordering when convenient for each WSCA Member at each of its locations. Grainger.com provides online ordering capabilities and product search capabilities with full access to branch inventory and services. Below are some of the key features and functionality on Grainger.com:

- **Customer-Specific Pricing** – WSCA Members who log on to Grainger.com with their Grainger-assigned account number will see their contract pricing
- **Item Details** – Product information and facts on each product's Item Details page
- **Item and Order History** – View a list of list of past orders and items
- **Order Status** – Check orders online
- **Product Comparison** – Save time selecting products by comparing up to eight products and their attributes on one page
- **Personal Lists** – Create online lists of items you order frequently
- **Product Selection Guides** – Help identify the exact product you need
- **Order Management System** – WSCA Members are able to control and manage their workflow at Grainger.com, using **Grainger Procurement Solutions (GPS)**, including an online Order Management System
- **Reporting** – “Download Order History” is a new and valuable feature that gives WSCA Members the ability to download and analyze their purchasing history, better manage and track purchasing trends. When downloading order history, you may choose from multiple options, including text and XML format.
- **Search** – Find products by keyword(s), Grainger item number, manufacturer/brand, manufacturer model number, National Stock Number (NSN), cross-reference number, Supplier Diversity products, categories or product index.
- **Custom Products** – WSCA Members can now customize certain products with their unique size, configuration and message
- **Will Call** – Order online, pick up at your local branch
- **Green Product (Product Compliance and Restrictions)** - Grainger’s online Green Resource Center guides WSCA Members to Green products in multiple certified and non-certified categories. Products appearing online at Grainger.com are marked with the relevant certification symbol for easy identification as Green, Hazardous, regulated under California Proposition 65 and Country of Origin.
- **Supplier Diversity** – Grainger.com offers easy access to a wide range of quality products from small, disabled, minority and women-owned businesses that participate in Grainger’s Supplier Diversity Program. This will help WSCA Members meet their SBE/MBE/WBE goals. Simply click on the Supplier Diversity Search button to view a list of Supplier Diversity Products - Grainger Supplier Diversity.
- **American Recovery and Reinvestment Act (ARRA)** – Grainger can help WSCA Member track ARRA grant spend
- **Country or Origin Information** – Identification of Country of Origin products for purposes of complying with certain regulations such as the Trade Agreement Act.
- **Help** – WSCA Members have access to the Grainger.com Customer Care team toll free, 24/7, at 888-361-8649, or may visit Grainger’s online Help section at:

<http://Grainger.com/Grainger/static/help.html>

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Sample Order History Screen

The order history file will contain detailed information about each order. Reports may be customized based on the WSCA Member's specific needs.

Home | Sign Out | Your Account: **Toni Rankin** | 0 Items in your Order | Contact Us | Help

View Your Personal Lists | Order Status | Order History

Catalog 401 | Find a Branch

Services | Worldwide

Order History for ToniRankin

Download Detailed Order History

Download Detailed Order History

View Order History for:

Download your Grainger online order history reports for detailed spend analysis using popular text or XML formats. Just follow the steps below and your customized data will be displayed.

Display by: **Items** | Orders

Displayed: 1 - 2 of 2

Order Date	Online Reference #	P.O. #
01/28/10	029724056	029724056
11/24/09	029684084	029684084

Step1: Select Users

Download order history for: Your orders only
 All users on this account

Step2: Select a Date Range

Download my order history for the last:

Download my order history beginning on:

Ending on:

Step3: Choose Your File Type

File Type:

Download G.Com Order Data

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In addition to the Order History download, WSCA Members will have the option to request, on a quarterly basis, a WSCA Members Channel Sales report to better understand sales across Grainger multi-channel capabilities.

Sample WSCA Members Channel Sales Report

STATE	ePro/Edi	Gcom	Offline	Total	%ePro/Edi	%Gcom	%Offline
CA	\$ 377,017	\$ 13,853,483	\$ 61,003,551	\$ 75,234,051	6%	20%	25%
TX	\$ 1,656,719	\$ 11,221,607	\$ 38,145,686	\$ 51,024,012	24%	17%	16%
GA	\$ 1,280,611	\$ 3,778,286	\$ 15,205,357	\$ 20,264,253	19%	6%	6%
LA	\$ 891	\$ 2,793,974	\$ 12,923,331	\$ 15,718,195	0%	4%	5%
WA	\$ 1,469	\$ 3,637,864	\$ 11,474,749	\$ 15,114,081	0%	5%	5%
AZ	\$ 86,184	\$ 4,062,080	\$ 10,650,121	\$ 14,818,385	1%	6%	4%
NJ	\$ 487,633	\$ 1,818,532	\$ 10,932,539	\$ 13,238,704	7%	3%	4%
CO	\$ 198,505	\$ 3,814,938	\$ 7,645,145	\$ 11,658,588	3%	6%	3%
MN	\$ 3,333	\$ 2,540,752	\$ 7,842,108	\$ 10,386,193	0%	4%	3%
NM	\$ 8,138	\$ 2,010,507	\$ 6,944,170	\$ 8,962,815	0%	3%	3%
MD	\$ 1,970	\$ 1,225,299	\$ 7,266,711	\$ 8,493,980	0%	2%	3%

Product Category Level	ePro/Edi	GCOM	Offline	Total	%ePro/Edi	%Gcom	%Offline
Cleaning	\$ 1,362,235	\$ 11,960,594	\$ 32,963,003	\$ 46,325,832	20%	18%	14%
Lighting	\$ 597,034	\$ 7,528,374	\$ 18,631,219	\$ 26,956,626	9%	11%	8%
Safety	\$ 813,840	\$ 7,195,613	\$ 25,322,429	\$ 33,331,881	12%	11%	10%
Material Handling	\$ 560,483	\$ 5,810,657	\$ 20,107,314	\$ 26,478,454	8%	9%	8%
HVACR	\$ 523,372	\$ 5,079,834	\$ 17,165,123	\$ 22,768,329	8%	7%	7%
Electrical	\$ 301,139	\$ 4,652,330	\$ 11,997,822	\$ 16,951,291	4%	7%	5%
Plumbing	\$ 269,537	\$ 3,573,728	\$ 9,461,425	\$ 13,324,691	4%	5%	4%
Hand Tools	\$ 427,252	\$ 3,481,432	\$ 10,577,255	\$ 14,485,938	6%	5%	4%
Power Tools	\$ 399,174	\$ 2,977,644	\$ 9,476,784	\$ 12,853,602	6%	4%	4%
Pneumatics	\$ 116,839	\$ 1,495,832	\$ 5,441,756	\$ 7,054,427	2%	2%	2%

- **Allow users to develop personal lists and profiles, and a secure means for storing procurement card information;**

Personal Lists

Grainger.com offers WSCA Members the ability to create "Personal Lists" of frequently purchased items for simplicity of repeat ordering. WSCA Members can create multiple personal lists, name, modify and order off of those personal lists. Personal Lists may also be shared among multiple WSCA Members using the same Grainger-assigned account number.

Creating a personal list lets WSCA Members:

- Add or delete products on the list, sort or combine lists, and create new lists.
- Order directly from their list by clicking "Add to Order" next to any item.
- Create lists of specific groups of products. For example, you could create lists for specific tools, fasteners or lighting supplies that you order frequently. WSCA Members may create as many lists as needed.
- Share lists with other people on the same account, so they can view and order from other Members' Personal Lists.
 - Shared usage of these easy-to-access lists can assist WSCA Members in consolidating product orders, avoiding duplication and driving product standardization to reduce costs.
- Use Personal Lists to keep a record of previous purchases.

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- Ship direct to address on order
 - Will call
 - Freight forwarder (international shipments using an intermediate consignee)
- Store and mandate permanent ship to address for all account users
 - Select preferred carrier as a default for all orders on the account

Will Call Orders

- Grainger.com sets up a default pick-up location based on the Grainger branch closest to the zip code on the Member's account registration address
- A user can change their desired location to pick up their order at any time in the check out process or change their default location within their profile if desired
- A "real time" availability check is made to the default branch at time of order placement to communicate product availability

Secure Procurement Card Information (Ghost Cards)

Security Overview

Grainger is acutely aware of the privacy and security concerns of our customers. To ensure our customers have a secure experience, Grainger has implemented multiple firewalls to enhance security. Transmission of sensitive data (orders, credit card info, login credentials, etc.) is always via 1024-bit SSL. All this sensitive information is stored in our system in encrypted format. This allows customers seamless access to use their credit card while protecting the specific user information.

Ghost Cards

Upon initial entry of WSCA Member credit card information online at Grainger.com, Grainger has the ability to house WSCA Member (ghosted) Procurement Cards in a PCI encrypted system to protect the credit card data.

- **Online help to use site should be available at minimum during normal work hours.**

WSCA Members may contact Grainger.com's Customer Care team **toll-free at 1-888-361-8649**, 24 hours a day, 7 days a week.

- **Technical data, illustrations, Material Safety Data Sheets, parts availability, and access to web-based product sourcing is required;**

Technical Data and Illustrations

Grainger's General Catalog, including technical data and illustrations, is included and available in its entirety on Grainger.com.

Material Safety Data Sheets (MSDS) and Catalog Requests

WSCA Members may view or print MSDS as well as request the Grainger General Catalog online at Grainger.com.

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- | | | | | |
|--|-----------|-----|--------------------------|----|
| 3.5.4. Order Status/Tracking Online? | <u>XX</u> | Yes | <input type="checkbox"/> | No |
| 3.5.5. Order History? | <u>XX</u> | Yes | <input type="checkbox"/> | No |
| 3.5.6. Personal Lists? | <u>XX</u> | Yes | <input type="checkbox"/> | No |
| 3.5.7. Online Availability? | <u>XX</u> | Yes | <input type="checkbox"/> | No |
| 3.5.8. EPP Products identified in Catalog? | <u>XX</u> | Yes | <input type="checkbox"/> | No |

The Online WSCA Community

Exclusive to this agreement, Grainger has created a virtual WSCA Member Community. Upon logging into the Grainger.com community, WSCA Members enter a WSCA-branded environment where they will have access to contract-specific information and benefits. WSCA Members can view contract specific pricing and with one click, Members will easily access contract documents as well as view Market Basket items.

1. Ability to effectively communicate WSCA-Grainger contract information to WSCA Members upon login to the Grainger.com virtual WSCA Community
2. Ability to effectively communicate WSCA-Grainger contract information to WSCA Members upon product search
3. Ability to drive compliance to WSCA Market Basket products
4. Ability to create mutually agreed upon banners based on search input
5. Ability to personalize Members' accounts with WSCA Member-specific data fields
6. Ability to create a WSCA eNewsletter tailored to WSCA Community Members (limited to WSCA Members that allow e-Mail Marketing Campaigns). This eNewsletter is and will continue to be a joint effort between WSCA Members and Grainger to ensure the right content and schedule.

Upon logging into the Grainger.com community, WSCA Members enter a WSCA-branded environment where they will have access to contract-specific information and benefits. WSCA Members will view contract-specific pricing and with one click, Members will easily access contract documents as well as view Market Basket items.

The WSCA-Grainger dedicated team will develop, upon award, a quarterly branding campaign that will message WSCA-related information, including topics that will help WSCA Members improve productivity. The WSCA Community will be updated with information that is relevant and through content spotlighting, Grainger will provide up to date information on programs and products that are important to WSCA Members, as determined collaboratively by the WSCA-Grainger team.

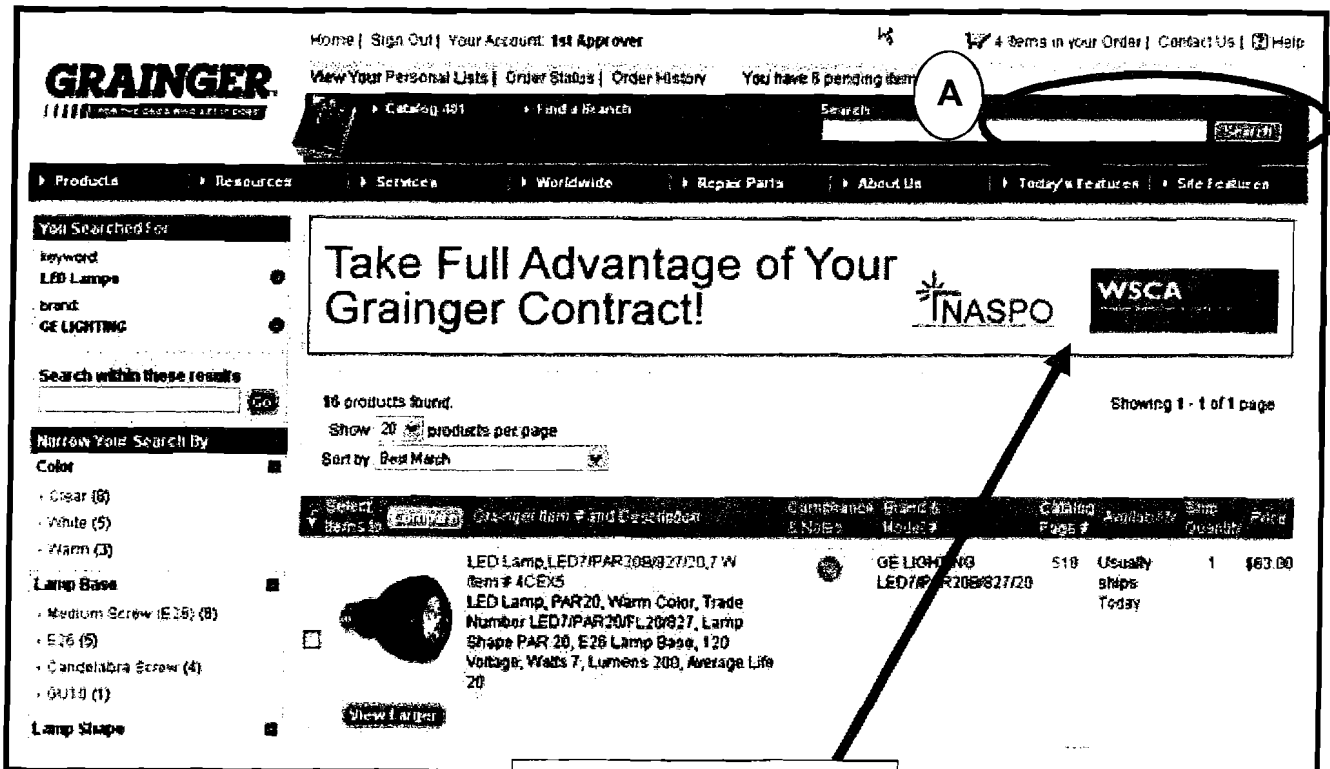
The following pages illustrate the benefits of this new tool:

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2. Ability to effectively communicate WSCA Grainger contract information to WSCA Members upon product search

- A** WSCA Members will have the ability to search on products defined in the WSCA Market Basket or search Grainger's entire General Catalog, enabling WSCA Members to increase contract compliance after award.



WSCA Content Spotlight on "Market Basket" items and/or WSCA keywords

4. Ability to create mutually agreed upon banners based on search input

A

WSCA Members will be able to leverage Grainger.com's powerful search engine on the new WSCA Community to generate WSCA Member-specific banners at the top of the search results page. These banners will be dynamically displayed based on pre-defined WSCA Member keywords. In the example below, the Member searched for "LED Lamps" and a banner with a "GE custom message" appeared with the relevant product. Upon award, Grainger will meet with the lead state and design the WSCA Member-specific banners that will be most relevant to the WSCA Membership.

The screenshot shows the Grainger website interface. At the top, there is a navigation bar with links for Home, Sign Out, Your Account (1st Approver), 4 Items in your Order, Contact Us, and Help. Below this is a search bar with a search button. The main navigation menu includes Products, Resources, Services, Worldwide, Repair Parts, About Us, Today's Deals, and Site Features. A circled 'A' is placed over the 'Today's Deals' link.

The search results page displays the following information:

- You Searched For:** keyword: LED Lamps, brand: GE LIGHTING.
- Search within these results:** A search input field with a 'Go' button.
- Narrow Your Search By:**
 - Color:** Clear (8), White (5), Warm (3).
 - Lamp Base:** Medium Screw (E26) (6), E26 (5), Candelabra Screw (4), GU10 (1).
 - Lamp Shape:** (No filters listed).
- 16 products found.** Showing 1 - 1 of 1 page.
- Product List:**

Select Items to Compare	Grainger Item # and Description	Compliance & Notes	Brand & Model #	Catalog Page #	Availability	Ship Quantity	Price
<input type="checkbox"/>	LED Lamp, LED7/PAR20B/827/20, 7 W Item # 4CEX5 LED Lamp, PAR20, Warm Color, Trade Number LED7/PAR20/FL20/827, Lamp Shape PAR 20, E26 Lamp Base, 120 Voltage, Watts 7, Lumens 200, Average Life 20		GE LIGHTING LED7/PAR20B/827/20	518	Usually ships Today	1	\$63.00

6. Ability to create a WSCA eNewsletter tailored to WSCA Community Members. This eNewsletter is and will continue to be a joint effort between WSCA Members and Grainger to ensure the right content and schedule.

GRAINGER

Talking Shop
Grainger Monthly eNewsletter

In This Issue

- Take our Survey
- Slips, Trips Falls
- SupplyLink

- Extreme Summer Heat
- TripleGuard
- Featured Manufacturers

[Grainger.com](#) | [Find a Branch](#) | [Sales & Promotions](#) | [Resources](#) | [Bulk Order Pad](#) | [Your Account](#)

WSCA
Western States Council on Aging







Do You Use A Smart Phone? We Want Your Opinion.

Please Take a Brief Survey To help us simplify mobile access to Grainger.com® Please reply by August 16!

[Take Survey](#)

Are You Prepared for the Heat?

Stay Cool and Safe in Extreme Summer Heat
Use extra precaution to protect everyone from the effects of extreme summer heat.







 Generators Various Buy Now	 Cooling Safety Vest 2KCN7 Buy Now	 Warm Weather Headwear and Liners 2EMK1 Buy Now	
 Electrolyte Drink, Liquid Concentrate 2LYV5 Buy Now	 Canopy Shelter, Width 10 Ft 8 In, Length 20 Ft SPA13 Buy Now	 Lawn Sprinklers 1HLW5 Buy Now	

[See More Red Hot Products](#)

Change The Way You See Things
Now you can change the way you view your product search results page on Grainger.com® Choose between [gallery view](#) and [list view](#). Or try both!

Summer Facility Maintenance – Indoors and Out

This time of year, it's especially important to keep everything looking and running right both indoors and out. We have the products you're looking for.

 Cart Vacuum Various Buy Now	 Pleated Air Filter Various Buy Now	 Assembled Locker Various Buy Now	
 Thermal Imaging System Various Buy Now	 Parking Curb/Car Stop Various Buy Now	 Paper Lawn and Leaf Bag 43MZ4 Buy Now	

[Shop more Facility Maintenance items.](#)

Section 3
Scope of Work



Online WSCA Community - As set forth in detail in Section 3.4, immediately following any award, and upon approval from the lead state, Grainger will activate the newly developed WSCA Community on Grainger.com customized for the WSCA online Member.

3.8. PROCUREMENT CARD POLICY

The successful proposer must offer the capability to accept procurement cards as an acceptable form of payment. Level III reporting is preferred.

3.8.1. Procurement Cards Accepted? Yes XX _____ No

3.8.2. Explain in detail your reporting capabilities for procurement card transactions.

Two types of reporting are available for credit card purchases. The first type is provided by Grainger to the WSCA Member. The second type, Level III reporting, is issued by the Member's financial institution, based on information submitted to the financial institution by Grainger.

Grainger Credit Card Purchase Report

Grainger offers a Credit Card report which includes the following:

- Payment method for purchases
- Purchase amount aggregated by State Agency and Political Subdivision level
- Procurement card type – American Express, MasterCard or Visa

Please note: The procurement card number remains confidential and is not included in Grainger's reporting.

Financial Institution Reporting (Level III)



Grainger realizes that Level III reporting is critical for effective transaction and spend management when using a procurement / credit card. Grainger has the capability to transmit data regarding all MasterCard, VISA and American Express ("AMEX") procurement card transactions from Grainger's merchant bank directly to **MasterCard, VISA and American Express**. Grainger provides line item invoice detail to the credit card company. The credit card company in turn provides itemized reports to the customer. Grainger provides the following data fields to American Express, Visa and MasterCard for use in Level III reporting:

1. Grainger Stock Keeping Unit (SKU)
2. Item Description
3. Unit Price
4. Quantity
5. Extended Price
6. Tax Rate (if applicable)
7. Freight (if applicable)
8. Destination zip code
9. Order Date

Product Comparison

Add another Grainger Item #: **Add to Comparison**

Sort Table By: Default

		
Remove	Remove	Remove
Price	\$44.15	\$33.45
Ship Qty.	1	1
Buy	Qty Add to Order Add to Personal List	Qty Add to Order Add to Personal List
Item #	2W276	5DMT2
Description	Receptacle Base, 32 G	Refuse Container, 32 Gal, 22 In, Gray
Brand	RUBBERMAID	TOUGH GUY
Mfr. Model #	2632	5DMT2
Usually Ships?	Today	Today
Catalog #/1 Page	1141	-
Item	Round Container	Receptacle
Capacity (Gal.)	32	32
Color	Gray	Gray
Dia. (In.)	22	22
Height (In.)	27-1/4	27-3/8
Material	Polyethylene	LLDPE
Standards	NSF	-
Agency Compliance	NSF	-
Type	-	Refuse Container
Top	-	Open
Finish	-	Satin

3.10. CUSTOMER SERVICE REPRESENTATIVES

Proposers shall provide each authorized purchaser with customer service representatives assigned to handle questions and resolve all problems that arise.

3.10.1. Service representatives shall be available, at a minimum, from 8:00 am to 5:00 pm in **EACH** time zone, Monday through Friday. Service representatives shall be available by phone (via local or toll free number), fax, or email during the required times for each participating state.

3.10.1.2. Provide an Emergency number and contact for after hours use.

After Hour 24/7 Emergency Service

Grainger's after hours emergency service provides product fulfillment after standard Grainger branch business hours through a **toll-free number (1-800-CALL-WWG)**. Calls are taken at the Grainger Call Center in Waterloo, Iowa and that team springs into action. They contact a local Grainger employee who can then provide whatever assistance is needed for the situation. In a typical situation, this employee will generally contact the WSCA member customer within 60 minutes of the initial call to make arrangements to meet the customer at the local Grainger branch to fulfill the emergency order. For WSCA Members, Grainger will waive its normal \$50 fee applicable to circumstances where there are increased costs associated with expedited processing during non business hours.

24-hour service and additional personnel are provided during major emergencies faced by state and local governments to take orders and assist customers. We explain, in Section 4.9, our commitment when an emergency strikes. Grainger has been on the scene for some of this century's major disasters. We were there for 9/11. We were there for Katrina, and most recently, we were there for the Gulf Oil Spill. We know what to do and how to do it when the emergency strikes.

Below is an excerpt from Grainger.com which highlights our emergency response and recovery service and provides the customer with immediate access to easy to find critical information in the event of an emergency.

The screenshot shows the Grainger website interface. At the top, there is a navigation bar with links for Home, Sign In, Your Account, Register, and a shopping cart icon. Below this is a search bar and a secondary navigation menu with categories like Products, Resources, Services, Worldwide, Repair Parts, About Us, Today's Features, and Site Features. The main content area is titled 'Emergency Services' and includes a sub-section 'Emergency response and recovery'. This section contains text about 24-hour emergency services and lists several key features: 'After-hours emergencies', 'Extended hours and personnel', and 'Essential product availability'. A 'Ready' logo with the American Red Cross is positioned on the right side of the page. At the bottom, there is a 'Return to Top' link.

3.11. TRAINING

Proposer shall provide all training as necessary at no additional pricing to all Participating States on all aspects of ordering, online ordering, product delivery, product returns, and customer service processes.

3.11.1. Describe in detail the Proposer's ability to offer training that may be required to ensure purchasing entities have a thorough understanding of all ordering processes including any online systems. No pricing for product training, safety training, or travel and per Diem.

Grainger envisions a three-tiered approach to training. The training described in this section 3.11 is provided for free to Purchasing Entities:

- 1) Contract Training
- 2) eCommerce Training
- 3) Product and Safety Training

Dynamic and based on customer need, Grainger's training offering is ever evolving. Below are examples which include, but are not limited to, examples of the three types of training mentioned above:

1. Contract Training

The first step in effective training is communication. Advising the new WSCA Members of the existence and the benefits of any new contract is paramount. Grainger will meet each WSCA Member ordering agency to discuss:

- Details of the award;
- Price and discounts including Market Basket items;
- Order placement methods and processes, and
- Introduction of the local Grainger WSCA Member's dedicated Sales and Customer Service Staff

The second step is having experienced and educated trainers who know Government customers and processes. Years ago, Grainger developed the unique needs and expertise required to best service Government customers. As a result, Grainger segmented its sales force and created a dedicated group of Government specialists. This team of experts will be working with each Participating Member to educate and train their buyers. Not only do Grainger's Sales and Customer Service staff have extensive experience working with Government customers and their contracts, they also specifically have nine years of servicing current WSCA Members and the WSCA Organization.

In addition to the benefits of the contract, this team will show buyers how easy it is to order from Grainger and access all ordering channels and related processes and functionality. This includes in person at one of our local branches, on the phone and online through Grainger.com. Similarly, this team will advise and train on product returns and other customer service benefits including the WSCA virtual community, Grainger.com functionality, and where applicable, EDI and Punch-Out ordering.

Within the first 24 hours after any new award, Grainger will notify all of its more than 13,000 US-based employees of the new contract and its key terms. Concurrently, through Grainger's proven experience in winning and implementing many national contracts, Grainger will begin the process of notifying each state to transition them onto the new contract or engage those not currently using the WSCA contract so that they understand the benefits of the new contract. As soon as a state has announced its intent to

Section 3 Scope of Work



training posters to aid WSCA Members meet their safety, sustainability or cost savings goals, among others. Some examples of programs that Grainger provides include:

Ramsey by JohnsonDiversey: Ramsey field managers provide technical support and employee training to help WSCA Members achieve optimal performance in cleaning their facilities while reducing their costs.

Georgia-Pacific: Georgia-Pacific's "Green By Design" program can help WSCA Members achieve their sustainability goals. Their Impact Calculator runs a cost savings analysis and provides recommendations on reducing, reusing and recycling.

3M: Sales Specialists trained in 3M products and supporting services are available for in-service education, product evaluations/testing, troubleshooting, and technical support, all of which can help WSCA Members reduce labor costs, improve productivity and achieve sustainability goals.

GOJO: GOJO Green Hygiene™ Solutions can help support a WSCA Member achieve a healthy facility with hand hygiene strategies, products, educational tools such as an implementation program designed to make it easier to create a healthy environment.

Rubbermaid: Commercial Products & Technical Concepts specializes in Rubbermaid's experienced representatives are well-versed in performing on-site facility assessments to provide high efficiency cleaning, waste management, material handling and innovative hygiene solutions.

Safety Product Training - As the largest safety products distributor in North America, Grainger has the products and expertise for all of WSCA Members' Safety needs. Grainger is committed to safety education and awareness and is a proud member of:

- National Safety Council (NSC)
- Safety Equipment Distributors Association, Inc.
- Voluntary Protection Program Participants' Association

Grainger has resources, products and training programs available to assist WSCA Members at no cost.

Grainger will continue to work with WSCA Members to address individual Members' Safety needs. Grainger is available along with our suppliers to host training classes to address WSCA Members' most common work-related injuries. Grainger has the following Safety programs available to assist WSCA Members at no cost:

Arc Flash Awareness Seminar: Designed to bring awareness to the NFPA 70E Standard. Additional topics reviewed are methods of assessment, PPE equipment, proper electrical tools and labeling for the hazards. Suppliers: WH Salisbury, Square D, Brady and Grainger

Lockout/Tagout Seminar (LOTO): Designed to compliment your current LOTO program. The seminar discusses OSHA standards and compliance, provides handouts and proper use of LOTO devices. Supplier: Brady

Signs & Identification Systems: Survey tools which help identify the need for proper signage. Supplier: Brady

Hazardous/Flammable Liquid Handling & Storage: Audit to identify hazardous/flammable storage and proper use, handling and storage. Suppliers: Justrite STUDE, Eagle CLAWS

Hand Protection & Glove Analysis: An evaluation of the glove program to determine proper selection and use of the appropriate glove for the activity as well as identify ways to maximize cost savings. Suppliers: Ansell, Perfect Fit, Wells Lamont, North

Section 4
Project Specifications
Desirable

Section 4
Project Specifications - Desirable



- Pricing
- Contracts
- Bids and Quotes
- Rebate tracking

All of these processes ensure that both Grainger and our Government customers operate within all regulatory requirements. Grainger takes contract compliance seriously, ultimately helping our customers ensure that their constituents get fair value for the products that they buy.

Grainger's dedicated staff that will service WSCA Member states includes, but is not limited to:

- Inside Government Sales Representatives**
- Site Relationship Managers**
- Outside Government Sales Representatives**
- On-Site Service Managers**
- Branch Staff**
 - Branch Managers**
 - Customer Service Associates**
- Channel Business Managers**
- Government Program Managers (Sustainability and Safety)**
- Government Sales Managers**
- District Sales Managers (Government)**
- Directors (Government)**
- Regional Sales Vice Presidents (Government)**
- Contract Implementation Managers**
- Government Contract Lifecycle Managers**
- Government Marketing Managers**

In addition, Grainger has identified WSCA-dedicated Senior National Government Sales Manager, Doug D'Alessio, and National Program Manager, Amy Morantz, to develop and execute a comprehensive and robust implementation plan. Both individuals bring over a decade of experience working at all levels of government and have managed multi-million dollar contracts, including Grainger's WSCA contract over the last decade.

Grainger recognizes the unique requirements in serving the government segment. A key position that oversees the management of this contract is the Grainger Government Sales Manager (GSM). GSMs are responsible for all 50 States, including each of the 39 participating WSCA states under Grainger's current agreement. Working closely with state-aligned GSMs, Grainger's government sales force is dedicated to serving the Government customer.

In addition, Grainger's government sales force receives classroom training on emerging government issues such as sustainability, emergency preparedness, government procurement processes including cooperative contracts. Below are examples of courses included in Grainger's Government Sales Curriculum:

Section 4
Project Specifications - Desirable



implement necessary inventory levels while increasing inventory turns. Within our branches, we are continuously examining the specific needs of local markets and modifying the inventory to support customer needs. This methodology starts with a focus on customer service levels and once satisfied, Grainger strives to reduce costs and increase efficiency.

Grainger's Product Management team leverages our purchasing power to negotiate product costs with our extensive supplier base. Through our global sourcing function, Grainger directly sources over 30,000 items overseas to expand our product offering at the lowest cost to our customers.

The following map illustrates the breadth of Grainger's United States reach showing each of Grainger's nine existing distribution centers, a 10th distribution center scheduled to open near San Francisco in mid-2011 and 400+ branch locations.

**Section 4
Project Specifications - Desirable**



Section 4
Project Specifications - Desirable



Dedicated National Program Manager, Cooperative Contracts – Amy Morantz

Amy Morantz, National Program Manager, Cooperative Contracts, has been with Grainger for five years, spending the past two years dedicated to State Government, Local Government and Higher Education customers. Amy has been responsible for the building and roll out of the National Sustainability, American Recovery and Reinvestment Act and Government Budget Implementations, as well as 18 State Government Contracts. Her Grainger roles have also included:

- National Program Manager, National Cooperatives - May 2010
- Government Implementation Program Manager - June 2008
- Senior Sales Assistant - May 2005

Customer Life Cycle and Compliance Manager - Mike Dietz

Support for all customer contracts and performance functions reside in one process and one inside owner, the Customer Life-cycle Manager (CLM). The CLM provides coordination on a wide variety of functions handled inside as well as outside the Sales Support organization:

- Proposal creation support
- Contract creation coordination
- Legal review/input
- Pricing Coordination
- eCommerce
- Product Management and/or vendors for cost support
- Customer reporting support
- Incentive Coordination
- Contract compliance
- On-Site Services
- Implementation

Please see **Exhibit 3** for a listing in Excel of Grainger Government Sales Leadership (tab one) and Government Sales Managers by state (tabs two and three).

4.3.2. Does your contract management include customer training? Please provide a detailed narrative including, at a minimum, the following:

- Energy efficient lighting;
- New products;
- Equipment and operation- Manufacturer/certified set up and training;
- Seminars; and
- Other such as green products.

Technical and product support and training will be offered on an as needed basis at no charge to WSCA Members. Grainger provides direct technical support from knowledgeable field personnel and manufacturers' field representatives. In Grainger's key supplier programs, manufacturers' dedicated field resources work solely with Grainger's field representatives. Grainger also has an in-house Technical Product Support Department that is the source for answers to product related questions. WSCA

industrial coatings can be used. Coatings meet the Green Seal (TM) GS-11 environmental standard and dry in 30 minutes for continued productivity.

- **Facility Maintenance VOC Coatings Analysis:** Rust-Oleum Corporation provides information about lower Volatile Organic Compound (VOC) industrial coating options that can be used in and around (**insert customer name**) facilities. This analysis helps determine compliance levels and provides options to lower VOC emissions.
 - **Occupancy Sensor Layout and ROI Support:** Hubbell representatives are available to meet and discuss any project, large or small. We can provide an occupancy sensor layout based on blueprints, either in electronic or paper form and a bill of material (BOM). Hubbell has also developed a tool, the H-MOSS® ROI (return on investment). This simple-to-use worksheet helps calculate present annual energy costs without sensors and estimated annual costs with sensors.
 - **Green Restroom/Locker Room Design:** Bradley can assist with the design and specification of sustainable restroom and locker room packages. Solutions focus on water conservation and recycled content products that can help facilities earn LEED Water Efficiency and Material Resources credits.
- **Safety Products Training**

Grainger, through our relationships with General Catalog industry leading manufacturers and suppliers, offers a variety of product safety training to WSCA Members at no charge. While most of these training seminars are conducted at WSCA Member locations, other options are available. These programs include, but are not limited to:

- Lockout/Tagout
- Arc Flash
- VOC Compliance
- Hand and Power Tools
- MSDS

Please see **Exhibit 4** for a detailed listing of Grainger's available safety seminars and training (**Occupational Health and Safety Value-Added Education**).

➤ **General Catalog Products Training**

Grainger will work with WSCA Members to identify products and product categories for which they would like additional training. Grainger will work with our Regional Program Managers (Safety and Sustainability) and General Catalog manufacturers and suppliers to develop training programs as required to meet WSCA Members' needs. Some examples of programs that Grainger currently offers include:

DeWalt Power Tools - Customer safety presentation and tape. Hands on demonstration of safe operating practices for power tools. Joint presentation by Grainger Sales Representative and DeWalt representative, generally performed at customer location.

GE Lighting Site analysis of requirements - Detailed evaluation of current usage and types of lamps used. Recommendations based upon most energy efficient and cost

4.5. SHIPPING

All shipments are to be delivered directly to the purchasing department/division address. All shipments shall include a packing label that includes at a minimum the following information on the outside of the package:

- Authorized Purchaser;
- Delivery Address;
- Purchasing entity and floor;
- Contact; and
- Telephone number.

A packing slip shall also be included with each shipment, which shall include at a minimum the following information in no particular order:

- Line item description;
- Date ordered;
- Quantity ordered;
- Quantity included in shipment;
- Any backordered items;
- Unit Price and extension;
- Number of parcels;
- Purchase Order Number;
- Purchasing entity name; and
- F.O.B. Destination.

Packing Labels and Packing Slips

Grainger can meet and exceed these requirements. For example, Grainger is capable of providing the following customizable information on packing labels and packing slips:

Sold to Account	Branch Address
Purchase Order Number	Special Instructions
Order Date & Time	Carrier Name
Caller Item Number	# of Boxes
Department Number	Freight Terms
Employee	Check Number
Telephone Number	Check Amount
Requisitioner	Cash Rec'd/Paid
Page No.	Item Description
Ship To	Ship Quantity
Project/Job Number	Backorder Message
DBT/CRD Code	Tax
Attention	Unit Price
PO Release Number	Subtotal
Sales Order Number	Shipping Amount
Delivery Number	Total

Grainger's scale also enables transportation related advantages for our customers. In many large markets, Grainger is able to use its daily shipment volume to provide customers with dedicated delivery

**Section 4
Project Specifications - Desirable**



- Communicate new contract terms to Grainger's sales force and branch staff
 - Review Pricing and Programs available under the new contract
- Communication targeting potential WSCA Members

Grainger Field Seller Call to Action – First 90 Days

State Agencies		Political Subdivisions	
Step 1- First 30 Days		Step 1 – First 30 Days	
Position the NEW WSCA – Grainger Contract with all current participating States and State Agencies <ul style="list-style-type: none"> ➤ WSCA – Grainger Value Proposition ➤ WSCA – Grainger Contract introduction ➤ Understand overall State procurement goals and initiatives 		Affiliate relevant, key locations to WSCA–Grainger Contract by communicating benefits <ul style="list-style-type: none"> ➤ Target relevant, key locations ➤ WSCA – Grainger Contract Introduction ➤ Affiliation Process 	
Step 2 – Days 30-60		Step 2 – Days 30-60	
Jointly develop customer – Grainger strategy and proposal based on customer needs <ul style="list-style-type: none"> ➤ Develop agency 2011 strategy based on customer initiatives ➤ Engage resources for implementation of programs 		Jointly develop customer – Grainger strategy and proposal based on customer needs <ul style="list-style-type: none"> ➤ Develop agency 2011 strategy based on customer initiatives ➤ Engage resources for implementation of programs 	
Step 3 – Days 60-90		Step 3 – Days 60-90	
Implement agreed upon strategy and continue to leverage the strengths of the WSCA – Grainger contract and organizations <ul style="list-style-type: none"> ➤ Implement Agency 2011 programs ➤ Engage all resources needed to execute upon strategy ➤ Continue to drive and grow revenue 		Implement agreed upon strategy and continue to leverage the strengths of the WSCA – Grainger contract and organizations <ul style="list-style-type: none"> ➤ Implement Agency 2011 programs ➤ Engage all resources needed to execute upon strategy ➤ Continue to drive and grow revenue 	

PHASE 2

GOAL

To target and make implementation of the new WSCA contract seamless to new WSCA Members

Field Seller Call to Action

State Agencies		Political Subdivisions	
Step 1		Step 1	
Engage with individual departments and buyers to understand their needs and current procurement vehicles.		Engage with county and municipal procurement officials to understand their needs and current procurement vehicles.	
Step 2		Step 2	
Jointly develop customer – Grainger strategy and proposal based on customer needs and benefits of WSCA contract.		Jointly develop customer – Grainger strategy and proposal based on customer needs and benefits of WSCA contract and complete online affiliation process.	

Section 4
Project Specifications - Desirable



Implementation Team

Doug D'Alessio, Project Leader, 13 years government customer experience, 11 years as a Government Sales Manager, 6 serving as the WSCA Program Manager.

Amy Morantz, National Program Manager, over 2 years experience developing, driving and implementing key programs.

Mike Dietz, Customer Lifecycle Manager, over 8 years experience driving government contract compliance.

Sean Foran, Consulting Manager, over 4 years of experience with customer cost savings solutions and eCommerce-implementations.

Benjamin Kiefer, Financial Supervisor, over 7 years managing financial services and is aligned to Grainger's Government organization.

Richard Moore, Implementation Project Manager, 2 years experience implementing major contracts and programs.

Debbie Lazorishak, Implementation Project Manager, 5 ½ years experience implementing major contracts and programs.

Bill Neal, Implementation Project Manager, 8 years experience implementing major contracts and programs.

4.6.2. Detail the specific information, resources, and assistance the proposer will require from each Participating State to implement the contract.

For new customers and interested Members, the minimum requirements are the following: (i) point of contact; (ii) any additional terms and conditions for negotiation; (iii) sign Participating Addendum. In order to successfully implement and drive the WSCA-Grainger Contract in each State, the State Contract Administrator should be involved both at the State level, as well as agency level, to drive compliance and facilitate key relationships.

4.6.3. Describe how soon from execution of the Participating Addendum the online ordering system will be available to each Participating State. If a phased implementation is planned in terms of limited functionality vs. complete functionality, please specify.

Grainger.com, Grainger's online ordering system, is currently available to all WSCA Members. Additionally, Grainger has a customer care team that can help with registering new users and setting up workflow on behalf of new WSCA Members. Online ordering system will be available 24 hours after Notice of Award. The Web site will be fully functional as it is today.

Grainger has been following with interest the eCommerce initiative the State of Colorado is leading on behalf of WSCA. We support WSCA in this endeavor to seek out and adopt the latest eCommerce technology and tools in order to enhance efficiencies in the cooperative purchasing process. As outlined in this proposal, Grainger's broad range of eCommerce and Web capabilities well position us to align with WSCA objectives and to integrate seamlessly into any solution WSCA may select in this effort. We look forward to monitoring future activities surrounding this initiative and are available to provide assistance as requested or required. In an effort to support these initiatives, Grainger has developed an online WSCA community.

4.6.4. Describe in detail the Proposer's experience when implementing customer relationships of equivalent size and complexity.

Grainger has a strong history of providing products and solutions to more than 1.8 million customers since 1927, including vast and deep experience in dealing with large, complex organizations. Customers can count on us to have the products where and when they are needed. This is accomplished via a strong distribution network consisting of 410 branches located in all 50 states and supported by 13 distribution centers with a 14th distribution center under construction in Patterson/San Francisco, California and a 15th opening in Minooka, Illinois. This distribution network represents more than \$1 billion in available inventory from more than 1,300 General Catalog manufacturers and suppliers. Our customers get what they need when they need it.

In addition to our 2,500+ local Sales Representatives, Grainger maintains a staff dedicated to Government Accounts, inclusive of cities, counties and education customers. These Government Sales Directors, District Sales Managers, local Sales Representatives, Account Relationship Managers, and branch support staff are strategically located across the United States. By utilizing our national Sales Team, Grainger has the ability and capability to make face to face contact with all Participating Public Agencies.

WSCA 2005 Implementation

Grainger's unparalleled history of winning and implementing key contracts nationally with Government and Private Industry contracts is unmatched in the facilities maintenance industry. Due to Grainger's experience with WSCA and the Participating States, we know that getting states to participate with the master agreement is the key to a successful launch of this potential agreement. Grainger's relationship with key states is a distinct advantage for a successful implementation. Grainger will describe our experience with implementing our 2005 WSCA 7066 contract award.

In November of 2005, Grainger was notified of the Industrial Supplies contract WSCA 7066 award. Grainger was pleased to be selected by WSCA for the 2nd straight time. As the incumbent, transitioning the former contract WSCA 6416, Grainger had approximately 19 states utilizing the contract and was valued at nearly \$166 million.

Upon the new award in 2005 (WSCA 7066), Grainger immediately, next day, started executing against our implementation plan outline in our proposal to the WSCA organization. Within two weeks of award, Grainger had signed Participation Addendums with the original 19 Participating States, and within two months had signed agreements with a total of 24 states.

Grainger understands the key to growing the WSCA contract is getting states to participate. Once that is complete, notifying state agencies and local government immediately upon executing a Participating Addendum will gain momentum and adoption of the agreement. Today, as we horizon our current contract, we have grown the use of our contract to 39 states; the contract is valued at \$396 million. This contract is widely used by our customers in both local government and educational institutions. Upon award, Grainger will execute flawlessly against our proven unmatched implementation process.

4.6.5. Describe any customization abilities for different States or political subdivisions within a Participating State.

Grainger's vast account management alignment allows flexibility to customize implementation for different states and political subdivisions within Participating States. Grainger has developed a WSCA-Specific National Contract Implementation Strategy. Upon signing a WSCA State Participating Addendum, Grainger Government Sales Managers will immediately engage all resources needed to execute against this strategy and tailor the strategy to fit the individual needs of the state.

Section 4 Project Specifications - Desirable



Grainger's integrated SAP software platform is engineered for reporting, transactional, planning, logistical and operational needs of the facilities maintenance marketplace and especially to meet our customers' reporting requirements. Grainger reports may include the following information: WSCA Member name, purchase order date, purchase order number, purchasing entity name, purchasing entity address, Grainger product category, brand/manufacturer name, brand/manufacturer part number, Grainger material number, item description, quantity purchased, Grainger price at time of purchase, calculated Grainger catalog discount percentage at time of purchase, extended purchase price and method of purchase. Please see **Part III – Confidential Proposal, Exhibit 5** and **Exhibit 6** for sample reports.

In addition to reporting capabilities above, Grainger offers and currently provides a wide range of enhanced reports can be defined and provided for individual Purchasing Entities. We partner with WSCA Members in comprehensive business reviews which provide business trends analyses and procurement tendencies that allow the Members to track and interpret process improvement, procurement efficiencies and cost reduction possibilities. In addition, we currently provide Green product purchase reports and Supplier Diversity and Small Business spend that assist Members in measuring against their socio-economic goals. Other examples of Grainger's available reports include:

- Cost Savings Report
- eCommerce Utilization Report
- Inventory Management Reporting
- Green Product Purchase Report
- Private Brand Purchase Report
- Supplier Diversity Spend Report
- Procurement Tendency Report
 - Enables Members to gain a better understanding of critical items which may require on-site stocking versus spot buy items which may be purchased on a just-in-time basis.
 - Item purchase frequency overview—unique Grainger items purchased in a specific time frame
 - Total item overview—total Grainger items purchased between calendar years
 - Order size overview—number of orders placed between defined dollar increments (i.e. \$1-\$50, \$50-\$100, etc.)
 - Order Channel utilization—eCommerce, phone, fax, branch
 - Delivery Channel—orders shipped, counter orders, will-call orders
 - Commodity Overview
 - Top Manufacturers
 - Order Frequency Report

In addition, Grainger will engage WSCA Members in comprehensive reviews which may provide the following data: average price paid v. Grainger each price, performance by site, product line distribution, description of transaction types and business trend analysis all of which allow the Member to track and interpret process improvement and cost reduction possibilities.

Grainger also can provide a satisfaction survey to measure Member's satisfaction on overall performance. This information allows Grainger to determine long term strategy, monitor performance on the contract

Continuous Monitoring

Additionally, Grainger has recently implemented a monitoring system that reviews all items purchased to ensure that the price paid does not exceed what has been agreed to per the terms of the contract. Should a transaction occur in which a customer was charged a higher price, that item and customer is pulled out on an exception report which is reviewed on a weekly basis. A team is dedicated to review the exceptions, determine why they occurred, correct the issue, and contact the customer's "Sales Representative" to facilitate a credit for that customer.

4.8. SUSTAINABILITY/ENVIRONMENTAL PRACTICES

Sustainability and sound environmental practices are important to many of the Participating States. Thoroughly describe your sustainability and environmental practices that you currently have in place. This description should include the following:

Commitment from the Top

We read often about the focus today on sustainability and "greening" the environment. This is often posed in the context of aspirations but what really matters is what companies are doing to bring the aspirations to fruition. At Grainger, the commitment to ensuring that we not only talk the talk but walk the walk starts at the top.

"Corporate commitment to environmental stewardship is essential to the quality of life for our future generations. Grainger looks at sustainability in terms of People, Planet & Performance and how to best balance these priorities in the operation of our business. Our people are our number one resource. We are constantly looking for ways to use resources wisely and reduce our impact on the environment and we help our customers do the same by offering them a growing number of greener products and services."

James T. Ryan
Chairman, President and
Chief Executive Officer, Grainger

- 4.8.1. Describe Proposer's environmental practices that are applicable to items that Proposer markets. Provide links to your published statements and policies.

As indicated above, stewardship for the environment and managing our business processes and facilities consistent with sustainable practices is a key priority for Grainger. Our Web site, Grainger.com/sustainability, provides the detail on how we are meeting our commitments along with our policies. For ease of reference, we provide some examples of how we have and are addressing and meeting our commitments below.

LEED Certification

It is clear that LEED initiatives have found support and a following in both the public and private sectors. 45 states, 14 federal agencies or departments, and numerous counties and municipalities have embraced LEED initiatives (source: USGBC.org). Grainger has 12 LEED certified facilities, 10 of which are GOLD certified. On average, LEED facilities reduce energy consumption by 24-50%, water use by 40%, solid waste by as much as 70% and carbon emissions by as much as 39%.

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SmartWaySM Transport Partner

Another significant step towards operating a more sustainable organization occurred in August 2009 when Grainger became the first and only major industrial distributor to be recognized as an EPA SmartWaySM Transport Partner.

Grainger has joined an elite group of only 170 corporations to receive this recognition, and is the only major Maintenance, Repair, and Operating supplies distributor among them. Not only can Grainger deliver to the majority of our customers next day, we're doing it through a partnership with our SmartWaySM certified carriers, actively reducing carbon emissions with every mile.

The EPA's voluntary SmartWaySM program includes carriers, shippers, logistics companies, and truck stops that are committed to reducing transportation-related emissions to improve air quality for the future. Since launching in 2004, SmartWaySM partners have saved nearly 1.5 billion gallons of diesel fuel and prevented the formation of 14.7 million metric tons of carbon dioxide (CO₂) and other emissions that contribute to climate change. By continuing to examine Grainger's freight operations, as well as working with carriers who are SmartWaySM certified, Grainger will continue to experience even leaner distribution and reduce its carbon footprint.

Additional Initiatives

- **100% of Grainger's #401 (2010) catalogs were printed on paper certified by the Forest Stewardship Council (FSC).** By using FSC certified paper, Grainger supports environmentally appropriate forest management and ensures that the harvest of timber and non-timber products maintains the forest's biodiversity, productivity, and ecological processes.
- **In 2009, Grainger Distribution Centers recycled 1,892 tons of cardboard/paper, up 35% from the previous year.** These efforts are equivalent to 6,600 cubic yards of landfill airspace...enough to support the waste disposal need of 8,000 people for one year.
- In 2009, as a result of work done through our new service partner, **Alliance Energy Solutions**, (A Grainger Industrial Supply Brand) businesses saved an estimated **127 million kWh/year**, equivalent to electric bill savings of \$9.9 million.
- **The ENERGY STAR products that Grainger sold in 2009 will save 110 million kWh of electricity a year, 2 million therms of natural gas a year and 1,700 gallons of heating oil annually.** That means that 201 million pounds of CO₂ pollution will be avoided—that is equivalent to taking 17,000 cars off the road for a year. Grainger's customers will also save \$15.4 million annually on their utility bills.
- **In 2010, Grainger transitioned our monthly employee newsletter online.** This change saves approximately one million sheets of paper and diverts five tons of paper out of a landfill each year. The change is also equivalent to preserving 120 trees and pulling 3.6 mid-sized cars off the road annually.
- **Recent recognition by the USDOE as a Lighting Facts partner.** This recognition was awarded to companies who, in the words of the DOE, "have gone above and beyond to integrate Lighting Facts into their everyday business practices, demonstrating their ongoing commitment to the program and to product evaluation." For more information, please click on this link:
 - <http://www.lightingfacts.com/default.aspx?cp=content/recognition>
- **In October 2010, Grainger was presented with the Illinois Governor's Sustainability Award.** The Illinois Sustainable Technology Center (ISTC), in cooperation with the Office of the Governor, has honored organizations for their efforts in sustainability and pollution prevention since 1987. **Grainger was recognized for its' commitment to sustainability in our home State of Illinois.**

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- Two-way radios
- Camcorders
- Remote control toys
- And more

Any rechargeable battery or cell phone that weighs 11 lbs. or less will be accepted. Since joining the program, Grainger has recycled more than 50,000 pounds of batteries; that is equal to keeping the weight of five school buses out of community landfills.

RECYCLEPAK Program

Grainger partners with Veolia Environmental Services to provide customers with an easy-to-implement recycling/hazardous waste disposal program across the country. Customers can purchase RECYCLEPAK recycling kits to responsibly dispose of lamps, ballasts, batteries, thermostats and e-waste. For larger projects (ex. Lighting retrofits) Grainger can arrange, for a fee, to have Veolia provide bulk recycling programs as well as specialized programs for recycling medical sharps, paints or other hazardous chemicals.

In addition to the disposal, customers receive a certificate of reclamation and a summary report that they can use to demonstrate the steps they have taken.

- 4.8.6. All proposers are encouraged to offer packaging which minimizes or eliminates the use of disposable containers; is made from recycled content; contains a minimum of 25% by weight of post consumer materials; and/or meets or exceeds the minimum post consumer content level for respective packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines.

Proposers are encouraged to provide packaging that does not contain inks, dyes, pigments, adhesives, stabilizers, or any other additives to which any lead, cadmium, mercury or hexavalent chromium has been included as an element during manufacture or distribution in such a way that the sum of the concentrations levels of such lead, cadmium, mercury or hexavalent chromium exceed the following concentration level: 100 parts per Million by weight (0.01%).

Describe in detail how your packaging complies with the above criteria. Describe in detail how your shipping promotes environmentally sound practices as listed above.

Grainger continues to identify and implement a variety of initiatives that reduce the environmental impact of packaging materials. Here are a few of the initiatives that have been implemented:

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- 4.8.7. Explain online search capabilities for products that are environmentally safe.



Grainger's online Green Resource Center guides customers to Green products in certified and non-certified categories. Green products appearing on Grainger.com are marked with a green icon for easy identification. This allows buyers to easily identify the universe of green products and determine which products have the green characteristics that meet the criteria they are looking for.

Grainger makes it easier for purchasers to buy greener products online through two (2) mechanisms:

1. The green resources page at Grainger.com/green groups greener products into four environmental savings categories (Energy, Water, Green Cleaning & Waste).
2. A second method for finding greener products is for purchasers to utilize the online green filter as they search products. With one extra click, users can review search results for greener products in their category of interest and determine which products have the green characteristics that meet the criteria they are looking for.

- 4.8.8. Describe online and catalog descriptions that explain 3rd party certifications and in-house green labeling criteria.



When shopping on Grainger.com, look for the icon above to help you locate products that may help you run a greener facility. Products identified with this leaf fall into two categories of environmentally preferable products—certified and non-certified. Please see **Exhibit 7, Grainger Green Products Catalog** (printed on FSC certified paper), for further details (Grainger, in the spirit of Sustainability, is submitting the cover page only of this 148 page catalog). In addition, new green products are added to Grainger.com monthly and are available for viewing and purchasing at:

Grainger.com/green

The U.S. Green Building Council (USGBC) has identified specific areas of focus for environmental savings. Grainger has taken those focus areas and identified product that would be relevant. The current offering of green product exceeds 8,000 items and continues to grow monthly. In addition to the ever growing product offering Grainger also provides solutions to assist companies achieve their sustainability goals which also help drive efficiencies within their businesses. There are many experts within the Grainger supply base that can be leveraged in the areas of water reduction, energy efficiency, water use reduction, and green cleaning/Indoor air quality.

Grainger has also retained TerraChoice Environmental to ensure that green claims of our suppliers keep pace with the ever changing standards of the multiple agencies setting them. They help by providing "greenwork Scans" of our "green" products to ensure they meet the current standards.

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farmers, manufacturers, and vendors. Products designated as bio-preferred meet minimum levels of bio-based content as defined by the USDA. www.biopreferred.gov

The **BPI (Biodegradable Products Institute) Compostable** Logo program is recognized throughout North America as the standard for approved biodegradable products in organics diversion programs. www.bpiworld.org

SFI (Sustainable Forestry Initiative) certification represents a real commitment by participants to meet rigorous standards, and they have to account for their performance through third-party audits. Only when these standards are met does an organization earn the right to label their products with the SFI logo. This is why the SFI logo has become a symbol of trust, and the preferred choice of a growing number of forest product purchasers around the world. When you see the SFI label on a product, it tells you the product is the result of responsible forest management in North America, and responsible procurement globally. www.sfiprogram.org

SCS offers the most scientific, standards-based product certification for green building products of any certifier. The single and multiple attribute certification programs allow manufacturers to earn certification for one aspect of a product's environmental impact ([recycled content](#), [indoor air quality](#)) or multiple environmental performance attributes (toward life cycle assessment). www.scs-certified.com/products

Non-Certified Products

These products have environmentally preferable attributes and, in some cases, are in categories where standards have not yet been established. Non-certified products, designated by Grainger suppliers, include products that reduce energy (e.g. motion sensors), have low/no VOCs that meet [SCAQMD standards](#) and recycled content products that meet or exceed [EPA standards](#):

Water Conservation - Available fresh water amounts to one-half of one percent of all water on earth. Global water consumption doubles every 20 years. The current demand for water exceeds supply by 17%. Not only will water conservation help this global challenge, but will also help your bottom line.

Recycled Content - The U.S. Environmental Protection Agency (EPA) published the Comprehensive Procurement Guideline (CPG) to encourage the use of materials recovered through recycling with the goal to reduce the amount of disposed waste. The CPG designates items in the following product categories: Paper and Paper products, Vehicular products, Construction products, Transportation products, Park and Recreation products, Landscaping products, Non-paper and Office products.

Energy Reduction - The mission of the Office of Energy Efficiency and Renewable Energy (EERE) is to strengthen America's energy security, environmental quality, and economic vitality in public-private partnerships that: enhance energy efficiency and productivity; bring clean, reliable and affordable energy technologies to the marketplace; and make a difference in the everyday lives of Americans by enhancing their energy choices and their quality of life.

Green Cleaning Alternatives - Green cleaning helps decrease air and water pollution, ozone depletion, and global climate change. It also promotes recycling, reduces the use of raw materials and minimizes the use of toxic products that require disposal.

Some materials, such as Mercury, have a potentially serious impact to the environment. Grainger has made a conscious effort to offer product choices that have eliminated content of these materials. For example, digital thermostats have eliminated the need for mercury by using

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in New York City during 9/11, at California's devastating wild fires, at the Minnesota Bridge collapse, and most recently, the Gulf Oil Spill. We also respond to those emergencies that do not make the nightly news, but matter to all those involved.

Grainger's Emergency Management Plan

The key to effectively responding to emergencies is planning. Grainger's continuity planning addresses any situation that might disrupt normal operations in the public's infrastructure, ranging from a short-term inconvenience (e.g., an oil spill, water main break or other maintenance issue) to a long-term interruption (e.g., a major terrorist incident or natural disaster). Grainger, the largest safety supply company in the United States, with coverage that spans the nation, has helped Government Agencies throughout the country respond to regional disruptions through its massive supply chain, product breadth and distribution redundancy. As a result, Grainger has developed general plans and revised them over and over taking in the lessons learned after each emergency or disaster. Revising and refining and customizing these general plans to the situation is what makes Grainger's ability to assist so meaningful.

To illustrate and provide more detail on the above, it is important to note that the starting point is an experienced, cross-functional national team that leads the efforts to respond to the situation. They assess the needs of the area, coordinate with emergency management agencies, first responders and first receivers to develop situation specific plans and bring needed solutions and products to the affected areas. This team is prepared for emergencies; they access our emergency response plans which outline the processes and procedures for dealing with issues ranging from hurricanes to wild fires to acts of terror. Knowing what the key factors are and having a tested reference document accessible allows Grainger to be available immediately and allows us to leverage our experience. The prescribed plans allow for consistent execution even where the nature of the emergencies differ, and allow for customizing to fit these different situations.

The Crisis Management Team has established response procedures that are implemented concurrently.

1. Ensure the safety of Grainger employees. Are they and their families safe? Did their homes sustain damage? Are they able to work?
2. Assess potential damage to the Grainger branch(s). Once safe, a determination is also made as to whether additional employees (from neighboring markets) are needed. For example, during Hurricane Katrina, one of our two New Orleans branches was completely lost. Knowing first hand the dire straights of the situation, we opened a temporary branch and kept that facility open until the damaged branch was repaired and reopened in April 2006.
3. Inventory assessment is conducted. Depending on the nature of the emergency, a pre-determined product list is used to move needed items into the affected market. If additional products are needed, arrangements are made to move those products to the affected area from regional Distribution Centers, neighboring branches or directly from product suppliers.
4. Operationalize the facility by re-routing phone lines and restoring (or using emergency) power.

Enterprise System Continuity Plan

Another key in being available in emergency situations is to ensure that our systems are running and able to support the needs of the situation. Part of Grainger's overall plan includes disaster recovery capabilities for our IT Systems, so that we can readily support our Crisis Management Team. In order to help keep Grainger's IT platform operating and available during any emergency, Grainger has developed a robust Business Continuity Plan to support system integrity and functionality employing both internal and external resources. Grainger has built redundancy into its system and tests the disaster recovery procedures regularly.

State continuity of procurement operations is similarly important. While state procurement offices typically plan to be a part of the Emergency Operation Center, perhaps as a part of the Emergency Support

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➤ **Flooding**

Grainger also played a role in the response efforts to the May 2010 flooding in Jackson, Tennessee. When the floods hit, our Grainger sales representative was contracted by Tennessee Emergency Management Agency (TEMA) needing sand bags and pumps to aid in recovery. The sales representative engaged the local Grainger Branch the same afternoon and personally delivered the product to the customer. In addition, the local sales representative proactively placed an order for more sandbags to be delivered that night from Grainger's Memphis, Tennessee distribution center to Jackson, Tennessee to aid the recovery efforts. That Sunday, Grainger was alerted by TEMA that they needed food for residents displaced by the floods. That evening, the local Grainger sales representative procured and delivered a full pallet of 5 Minute Meals for these families.

Throughout the duration of the emergency, the Grainger sales representative placed and delivered orders of goods to the disaster area for TEMA, TN Metro Water Service and TN Metro Public Works. These purchases were made under the Tennessee WSCA Contract #SWC 235.

➤ **Earthquakes**

Grainger is leading the way for Emergency Preparedness in preparation for earthquakes with our ability to have consistent products stocked across the branch network. Many customers look to integrating Grainger into their preparation and response processes because of Grainger's breadth and depth of product. When it comes to earthquake preparedness, Grainger has supplied a vast array of products to help customers prepare and respond.

Grainger is active in working with the State of California for preparedness. The California Emergency Management Agency (CAL EMA), the leading body for the State's emergency preparedness efforts, has sought out Grainger to help prepare for earthquakes. Utilizing the WSCA Contract #7066, CAL EMA has used Grainger to procure countless cots, generators, pillows, covers and various other emergency preparedness products to support the State's stockpile.

➤ **Pandemic**

During the H1N1 pandemic, Grainger stood front and center to help government customers, and many of its existing WSCA Members, respond to the possible outbreak of the virus. During the pandemic, Grainger prioritized first responder, first receiver, and Government customer orders first for respirators and pandemic supplies. Below are a few examples where we assisted several WSCA Members.

California Emergency Management Agency

During the H1N1 pandemic, CAL EMA needed to assist the California Department of Education procure face masks to help stop the spread of the virus. CAL EMA was limited in its capacity to execute the logistics and procurement of the product in an expeditious manner. CAL EMA used Grainger to procure and ship 10,000,000 face masks to over 50 different locations across the state of California. Grainger was able to source the masks utilizing a small business partner to help consolidate and ship to multiple locations within four weeks. The State of California utilized the WSCA Contract #7066 to expedite this order.

Arizona Department of Public Health

Arizona Department of Health Services (DHS) was faced with the task of using H1N1 supplemental grant funding within strict time constraints to procure product to mitigate the spread of the virus. During this process, Arizona DHS required N95's, Hand Sanitizer, Nitrile Gloves, Face Shields and Gowns. The State of Arizona needed Grainger to palletize the product and

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Volunteering: The Partnership



Given Grainger's extensive product mix, distribution capabilities, and culture of service, the company is a natural leader in disaster preparedness and response, mobilizing employees and essential products in times of emergency throughout the company's U.S. branch network. Since 2001, the company has built a strategic partnership with the American Red Cross. Grainger is the **National Founding Sponsor** of the American Red Cross Ready When the Time Comes (RWTC) Program. This unique partnership between Grainger and the country's premier disaster relief organization, the American Red Cross, ensures large groups of local, trained volunteers are ready to respond to a disaster.

RWTC trains corporate employees and their family members as volunteers to help support local disaster relief efforts. In addition to staffing call centers, assisting with mass care sheltering and feeding operations, and conducting damage assessment, volunteers may be called upon to train other corporate volunteer groups in disaster relief, provide public relations and media assistance or other support activities.

Ready When the Time Comes programs are operational in Chicago, IL; Denver, CO; Tampa, Jacksonville, West Palm Beach, and Broward County, FL; Houston and Dallas, TX; Baltimore, MD; San Francisco, San Diego, Long Beach and Orange County, CA.; St. Louis and Kansas City, MO; Mobile, AL; Baton Rouge, LA; New York, NY; Greenville, S.C.; Cincinnati and Columbus, OH; and Washington, D.C.

"During and after disasters, our customers count on us for batteries, flashlights, generators, safety equipment and more. Stricken neighbors also count on us ... for the hot meal, place to rest and compassionate support that our Ready When the Time Comes volunteers generously provide."

James T. Ryan
*Chairman, President and
Chief Executive Officer, Grainger*

Grainger's leadership of the RWTC program has been recognized by several partner chapters and local entities.

- 2008 Good Neighbor Award – Cincinnati Red Cross
- 2008 Good Neighbor Award – Baltimore Red Cross
- 2008 Mayor's Business Recognition Award – City of Baltimore
- 2009 Hal Ball Good Neighbor Award – Long Beach Red Cross

Upon request, Grainger will host a Disaster Response Summit, in conjunction with Grainger's Emergency Preparedness and Safety suppliers. For example, Grainger will provide the planning and other resources to host a one-day disaster planning summit in connection with the WSCA cooperative procurement conference or the NASPO Annual meeting. Grainger will coordinate the panel participants and topics with WSCA. The purpose of this Disaster Response Summit will be to promote WSCA's leadership and improve WSCA/NASPO procurement professional emergency preparedness planning, emergency response actions and emergency operations managements by leveraging the national experience and capabilities of W.W. Grainger.

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purchased from Grainger and manufactured by MBE/WBE businesses. Indirect spend consists of products and services which Grainger purchased from MBE/WBE companies for its own use. Grainger reports indirect spend based on the customer's sales as a percent of total Grainger sales. Grainger can also identify the indirect and direct spend that originated in a specific state.

Additional reporting on our Distributor Alliance program is available which summarizes sales to our aligned partners, along with training and mentoring efforts from Grainger to those businesses. Grainger tracks all sales from the DA Member to WSCA Members, and can report those sales as required by the state. Purchases can be reported by product category or SKU by state or by ordering location.

4.10.3 Provide a list of Products that may be available to be purchased from ESB/MBE/WBE companies under the proposed Contract.

Identification of Diversity Made Products

Diversity made products are identified within the Grainger catalog and on our website with the Supplier Diversity symbol shown below.



Information can also be found on that following URL:

http://Grainger.com/Grainger/static.jsp?page=fos_supplierdiversity.html

4.10.4 Describe how Proposer will make best efforts to increase the number of Products available to Authorized Purchasers under the Contract acquired from ESB/MBE/WBE businesses.

Supplier Diversity

Grainger is deeply committed to Supplier Diversity. Grainger affords historically under-represented businesses the maximum practicable opportunity to do business with Grainger. To ensure that Grainger increases the number of products available under our program, we periodically conduct Product Line Reviews to see where we can be inclusive and increase participation of MBE/WBE firms. As a part of each Product Line Review conducted, we search the following databases for certified MBE/WBE firms:

- ❖ National Minority Supplier Development Council (NMSDC)
- ❖ Women's Business Enterprise National Council (WBENC)
- ❖ Small Business Administration/PRO-Net (SBA)
- ❖ Internal Supplier Registration Portal

Good Faith Efforts

Supplier recruitment continues to be a priority for Grainger. We continuously seek opportunities to meet diverse suppliers at Business Opportunity Fairs and other events that support MBE/WBE businesses. At these events, we feature products from our diversity suppliers and invite these suppliers to exhibit in the Grainger booth.

To increase exposure of our current suppliers, we host a National Sales and Services Meeting each year. At this event suppliers have an opportunity to meet Grainger customers, thereby increasing the exposure

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Grainger realizes small business and disadvantaged organizations are the backbone of our community and the country's economic health. Therefore, there is a cost associated with this program and Grainger will work with those states that desire to utilize this alternate channel. This will be clearly outlined with the use of each state's Participating Addendum.

Distributor Alliance Strategy and Goal

The goal of Distributor Alliance is to implement programs which keep state facilities maintenance spend within the State, help small business members grow and employ more people, and use Grainger's supply chain as the mechanism for product flow. Grainger's Distributor Alliance strategy is to create customized alignments based on the end customer requirements. A DA partner is chosen based on state specific requirements and its ability to add value to the relationship between all three parties: the state, the DA partner, and Grainger. Together, Grainger and the DA partner provide the state with facilities maintenance products, solve their procurement needs, and assist the state in meeting their diversity goals.

Grainger's Distributor Alliance program is distinctly different from other reseller programs in the marketplace. Grainger does not believe in a "one size fits all" solution; each alignment, each state, is treated as a new diversity opportunity. Under this award, each State will receive a **customized** Tier I solution which incorporates their small business requirements. States will receive the same level of customer service and product availability that they would receive from Grainger direct. States may also receive credits when purchasing products from certified Grainger DA Members which are also manufactured by certified Supplier Diversity vendors. The Distributor Alliance program is scalable and can be implemented at any State locations

Mechanics of the Distributor Alliance Program

Each DA Partner is aligned, under contract, to a specific end customer. Each contract clearly outlines terms which ensure the authenticity of small business credit.

- DA Member provides sales and marketing activities to the End Customer
- DA Member takes title of the product ordered on behalf of the End Customer
- DA Member is provided a credit limit based on their financial strength. As required, Grainger works with its DA Members to create development plans to grow their financial strength, which increases capacity, and adds more value to the state.
- The contract between Grainger and the DA Member spells out additional services as required by the end customer, such as kitting, labeling, storage, delivery, or inventory management
- DA Members build their own ECommerce platforms to receive and process end customer orders, while Grainger provides product content. Grainger works closely with the DA Member when eCommerce solutions can be offered to the state procurement agents.

Once the alignment is active, Grainger provides a dedicated team of 10 employees who provide mentorship and support free of charge to all DA Members and support Grainger Sales team in its goals. Operational support is provided to the DA Member enabling them to focus on sales, processing orders, and ensuring on-time delivery.

Mentorship includes an assigned regional business manager as an advocate for the DA Member, and provides assistance in goal-setting, forecasting, marketing, and customer service process improvement. Activities include:

- Small Business Growth Development strategy from Grainger's regional small business advocate and State small business team members

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Grainger will work with a Qualified Rehabilitation Facilities (QRF) to determine how best to fulfill the terms and conditions of this contract. Grainger understands the importance and role Community Rehabilitation Programs (CRP)/Qualified Rehabilitation Facilities play in state government. We also understand that these programs sometimes offer products that would fall under the general scope of this solicitation. In support of these community-based programs Grainger will work with each Participating State to understand their CRP/QRF programs and to develop an appropriate strategy that aligns with each state's needs and objectives.

NIB-Ability One / Grainger Working Relationship

Grainger has demonstrated experience working with disabled owned businesses at the Federal level. Grainger's relationship with National Industries for the Blind has expanded in recent years through the combination of our supply chain capabilities with the enhanced focus on selling Ability One products to the Federal Government. Grainger sales of Ability One products, especially to the United States Postal Service, have grown from \$2.9 million in 2006 to \$4.8 million in 2009. In addition, we have worked with various agencies to expand our on base military partnership by selling Grainger General Catalog products through their base stores from \$1.7 in 2005 to \$7 million in 2009. Sales of Ability One items to the Postal Service continue to increase. Sales to USPS customers of Ability one items in the first 3 quarters of FY 2010 have exceeded \$2 million, a 28% growth over FY 2009.

Currently Grainger has over 375 Ability One products in our offering to Federal Government customers, and will also make these products available to WSCA Members. These products come from 24 different Ability One Suppliers.

On June 15th, 2010, Grainger was also honored to receive a "Partner In Excellence" award from Kevin A. Lynch, President and CEO, National Industries for the Blind. This award further demonstrates Grainger's commitment to developing economic opportunities for the disabled.

Grainger will also engage in other economic development activities such as:

1. **Increase size of Diverse Suppliers in Grainger General Catalog:** Work with each state to identify certified Small Businesses that manufacture products that could be included in Grainger's Red Book.
2. **Work with State Workforce Investment Boards to Hire Locally:** Anytime a Grainger job opportunity opens up within each WSCA State, Grainger will send a job opening to the State's designated Workforce Investment Board. Grainger will also support Job Fairs and other job-related forums within each WSCA state. Also, Grainger will leverage its Tools for Tomorrow Program to promote education and training in the MRO Field.

4.12 RETAIL STORE PURCHASES/WILL CALL:

Describe the availability of contracted items through Proposer's branch locations. Please provide a list of branch locations that provide a will call service in each of the Participating States.

Last year, Grainger provided over 443,000 counter transactions to WSCA Members across all its branch locations. Grainger also shipped approximately 73,900 orders with pre-paid freight to WSCA members across the country. Each branch is designed to make inventory available to customers on a just-in-time basis. Each of our 400+ branch locations carries on average \$1 million in inventory within 22,000 square feet and is managed by an average of 12 employees processing 110 transactions per day. Each branch can tailor its inventory to local customer preferences and actual product demand. Products are available for immediate pick-up, same day shipment, or delivery. Through this world class logistic network, Grainger carries approximately \$1 billion in inventory made available each day to over 1.8 million customers.

4.13 GROWTH INCENTIVES:

4.13.1 Describe in detail any contract growth incentives, e.g. larger revenue, different levels of discounts for large orders that may be offered to the Participating States/purchasing agency.

Grainger's goal is to establish a WSCA and Grainger facilities maintenance contract that is a differentiator in the marketplace, assist WSCA Members with obtaining the overall lowest cost and best value, and continue to enhance WSCA's position as the premier Purchasing Cooperative with state government, including agencies and political subdivisions.

In working to accomplish this goal, Grainger takes into consideration the budget pressure at all levels of government and understands that this pressure will not lessen any time soon. Grainger also understands the importance of revenue generation and as a result, its incentive proposal offers the individual states administrative fees in tiered incentives.

For nine years, WSCA and Grainger have been successful in providing WSCA Members with a vehicle to help them consolidate their purchases. Grainger is offering Participating States a portion of the benefit derived from our contract. The incentives that Grainger proposes demonstrate our commitment to Participating States by sharing in the benefits of their growing participation.

Grainger offers each Participating State a series of incentives that will provide a direct financial benefit:

1. Base Program

This program offers an annual base administrative fee (paid quarterly), an annual incremental growth incentive and an annual online ordering incentive.

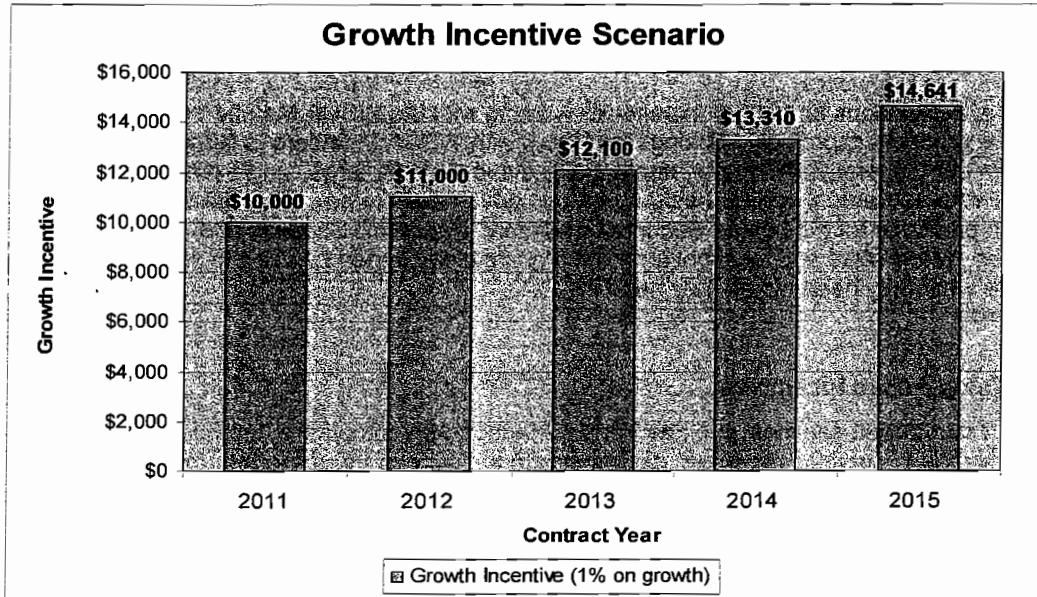
Base Program Table

Base Administrative Fee (paid quarterly)	1% paid on all purchase dollars
Annual Growth Incentive	1% for 10% Incremental Growth (Incentive paid on incremental purchase dollars)
Annual Online Ordering Incentive (see illustration in Section 4.13.2)	1% for achieving 50% of total purchases through an eCommerce platform (i.e. Grainger.com, Punch-Out, SAP Connection). Incentive paid on all eCommerce purchase dollars.

2. Individual Supplier Program - (Single Award by State)

The purpose of this program is to provide each awarding Participating State an incentive to provide Grainger a single award in the event that the Master WSCA Contract is a multiple award. Grainger has been told by certain WSCA Members that multi-award contracts are more costly to manage, can impede productivity, and can create inefficiencies in ordering, delivery and inventory management for end users. Therefore, we created the Individual Supplier Program (ISP) to reward each Participating State that offers Grainger a single award facilities maintenance contract and agrees to put forth best faith efforts to consolidate existing state agreements that closely align to the 18 categories listed in this solicitation into Grainger's WSCA contract.

Additionally, to assist in state's consolidation efforts, Grainger will work with each state to develop a customized Market Basket consisting of up to 100 critical items that are associated with the other existing agreements targeted for consolidation. These critical items will be aggressively discounted.



To understand the total value that these incentives may provide, we look to the estimated annual payout amounts that will directly benefit the participating WSCA states in the two programs:

Example

Base Administrative Fee + Growth Incentive

Contract Year	Total Annual Sales	Base Admin. Fee (1%)	Growth Incentive (1% on growth)	Total Base Admin. Fee + Growth Incentive
2011	\$ 11,000,000	\$ 110,000	\$ 10,000	\$ 120,000
2012	\$ 12,100,000	\$ 121,000	\$ 11,000	\$ 132,000
2013	\$ 13,310,000	\$ 133,100	\$ 12,100	\$ 145,200
2014	\$ 14,641,000	\$ 146,410	\$ 13,310	\$ 159,720
2015	\$ 16,105,100	\$ 161,051	\$ 14,641	\$ 175,692
Total	\$ 67,156,100	\$ 671,561	\$ 61,051	\$ 732,612

Single Award Administrative Fee + Growth Incentive

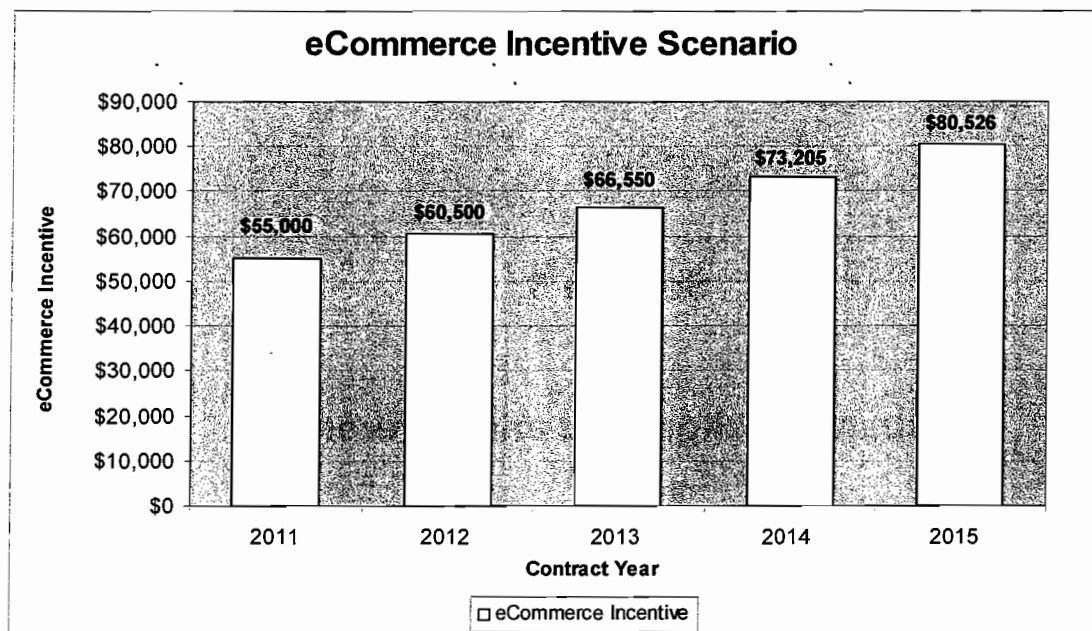
Contract Year	Total Annual Sales	Single Award Admin. Fee (3% total)	Growth Incentive (1% on growth)	Total Single Award Admin. Fee + Growth Incentive
2011	\$ 11,000,000	\$ 330,000	\$ 10,000	\$ 340,000
2012	\$ 12,100,000	\$ 363,000	\$ 11,000	\$ 374,000
2013	\$ 13,310,000	\$ 399,300	\$ 12,100	\$ 411,400
2014	\$ 14,641,000	\$ 439,230	\$ 13,310	\$ 452,540
2015	\$ 16,105,100	\$ 483,153	\$ 14,641	\$ 497,794
Total	\$ 67,156,100	\$ 2,014,683	\$ 61,051	\$ 2,075,734

Section 4
Project Specifications - Desirable



Example

The chart below depicts the estimated eCommerce Incentive based upon a state with ten million dollars (\$10,000,000) of existing purchases at the inception of the Contract, ten percent (10%) annual growth and with 50% going through eCommerce platforms. (50% of year one purchases = \$5M, including a 10% growth each year, the total payout over the five year span would be \$335,781.)



COMPANY BACKGROUND AND REFERENCES

5.1. PRIMARY PROPOSER INFORMATION

Proposers must provide a company profile. Information provided shall include:

5.1.1. Company ownership (sole proprietor, partnership, etc).

W.W. Grainger, Inc. began distributing maintenance, repair and operating supplies in 1927 and was incorporated in 1928 in the State of Illinois. Grainger became a publicly traded company in 1967 and to day is a publicly held Fortune 500 company with shares traded on the New York and Chicago stock exchanges, traded under "GWW".

5.1.1.1. Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded proposer, unless specifically exempted by NRS §80.015.

W.W. Grainger, Inc. began distributing maintenance, repair and operating supplies in 1927 and was incorporated in 1928 in the State of Illinois.

Grainger has been licensed to do business in the State of Nevada since 1975.

5.1.1.2. The selected proposer, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.

Grainger is appropriately licensed by the dept of taxation. Grainger's State of Nevada Business license number is NV1975003157.

5.1.2. Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable. Officers of the corporation involved in any litigation?

As disclosed in the public record in our SEC filings, Grainger received a letter in December 2007 from the Commercial Litigation Branch of the Civil Division of the Department of Justice (DOJ) regarding Grainger's contract with the General Services Administration (GSA) alleging that Grainger had not complied with its disclosure obligations and the contract's pricing provisions, and had potentially overcharged the government customers under the contract. Discussions relating to the Grainger's compliance with its disclosure obligations and the contracts pricing provisions are ongoing with the DOJ.

Section 5
Company Background and References



5.1.5. Location(s) from which employees will be assigned.

Employees from Grainger's 400+ branches, located in all 50 states, along with field sales personnel, also located in all 50 states, and contract support personnel, will be assigned and available to work with any awarded WSCA contract and with existing and potential WSCA Members. The potential WSCA contract has all Senior Executives focus and every customer facing representative, both from our Sales division and our Branch network, will be assigned to all aspects of serving this prestigious award.

In addition, Grainger WSCA-dedicated Senior National Government Sales Manager, Doug D'Alessio, will continue to be the main contact for WSCA, working closely with National Program Manager, Amy Morantz.

5.1.6. Name, address and telephone number along with their years of industry experience and years of employment with Proposer's organization for the following personnel that will be overseeing the entire WSCA Contract at the Management Level.

Please see **Exhibit 3** for a listing in Excel of Grainger Government Sales Leadership (tab one) and Government Sales Managers by state (tabs two and three).

• Dedicated WSCA Contract Management

Doug D'Alessio, 3691 Industrial Blvd, West Sacramento, CA 95691 Phone: 916.503.0229

Project Leader, 13 years government customer experience, 11 years as a Government Sales Manager, 6 serving as the WSCA Program Manager

Amy Morantz, 2300 East 18th Street, Kansas City, MO 64127 Phone: 816.448.9108

National Program Manager, over 2 years experience developing, driving and implementing key programs.

Mike Dietz, 1657 Shermer Road, Northbrook, IL 60062 Phone: 847.559.6130

Customer Lifecycle Manager, over 8 years experience driving government contract compliance.

Sean Foran, 100 Grainger Parkway, Lake Forest, IL 60045 Phone: 847.535.1000

Consulting Manager, Over 4 years of experience with customer cost savings solutions and eCommerce implementations.

Benjamin Kiefer, 100 Grainger Parkway, Lake Forest, IL 60045 Phone: 847.535.1000

Financial Supervisor, Over 7 years managing financial services and is aligned to Grainger's Government organization.

Richard Moore, 1657 Shermer Road, Northbrook, IL 60062 Phone: 847.559.6198

Implementation Project Manager, 2 years experience implementing Major contracts and programs.

Debbie Lazorishak, 1035 Valley Belt Rd, Brooklyn Heights, OH, Phone: 440.245.9891

Implementation Project Manager, 5 ½ years experience implementing major contracts and programs.

Bill Neal, 9210 Corporation Drive, Indianapolis, IN 46256 Phone: 317.558.0905

Implementation Project Manager, 8 years experience implementing major contracts and programs.

Section 5
Company Background and References



Mark Hanna
Regional Sales Vice President
Northeast Region Government Sales

16 years experience with Grainger

- Regional Sales Vice President – Government
- Director of Sales - Government
- Branch Services
- Distribution Operations
- Extensive government experience in Federal Contracting (GSA, DLA, DOD)

Ben Nichols
Regional Sales Vice President
Southeast Region Government Sales

13 years experience with Grainger

- Regional Sales Vice President - Government
- Director of Sales - Government
- Senior Government Sales Manager
- District Sales Manager - Government
- Government Sales Manager

Mike Murphy
Regional Sales Vice President
Government Federal Sales

17 years experience with Grainger

- Vice President - Federal Government/Healthcare Sales
- Director of Sales – Federal Government
- Director of Sales – Government
- Senior Government Sales Manager
- District Sales Manager - Government
- Government Sales Manager

Section 5
Company Background and References



Tony Van Lennep

Director of Sales – Government
Federal Civilian, Healthcare and Homeland Security

10 years experience with Grainger

- Director of Sales – Federal Government
- Director - Government Sales Operations
- Director - Program Launch
- Senior Government Sales Manager - USPS

David Joyce

Director of Sales - Government

17 years experience with Grainger

- Director of Sales - Government
- District Sales Manager - Government
- Senior Government Sales Manager

Brian Long

Director Sales Operations – Government

17 years experience with Grainger

- Director Sales Operations – Government
- Senior Government Sales Manager
- District Sales Manager – Government
- Branch Manager

Senior National Government Sales Manager - Cooperatives

Sonya Holubowski

Senior National Government Sales Manager - Cooperatives

Experience

15 years with Grainger - Combined Operations and Sales Experience

- Director of Sales - Government
- District Sales Manager – Government

Section 5
Company Background and References



Please note: The specific contact information above is subject to change but will remain toll free upon award.

5.1.7. Company background/history and why proposer is qualified to provide the services described in this RFP.

Company Background

Founded in 1927 and incorporated in the State of Illinois in 1928, W.W. Grainger, Inc. ("Grainger"), with 2009 sales of \$6.2 billion, is the leading North American provider of maintenance, repair, and operating (MRO) supplies and related information to businesses and institutions. Grainger is a publicly held Fortune 500 company with shares traded on the New York and Chicago stock exchanges.

Grainger Industrial Supply, a division of W.W. Grainger, Inc. serves businesses and institutions across the United States through a distribution network of more than 400 branches, located in all 50 states, and supported by 13 distribution centers with a 14th distribution center under construction in Patterson/San Francisco, California, and a 15th opening in Minooka, Illinois. This distribution network represents more than \$1 billion in available inventory.

Grainger is much more than a supplier offering a wide breadth of products and an extremely efficient distribution system. Through the relationships Grainger has developed over the years working directly with WSCA and WSCA Members, Grainger has demonstrated its value by providing WSCA Members with unparalleled service and cost saving solutions. Grainger is dedicated to understanding WSCA Members' specific needs and working with our General Catalog manufacturers and suppliers to assist WSCA Members with achieving their goals.

Consistently recognized as a leader in the industry, and possessing an innovative approach to servicing customers, Grainger will work diligently to continue providing levels of service that exceed WSCA and WSCA Members' expectations and support WSCA and WSCA Members in accomplishing their goals.

Throughout this proposal, we have shared Grainger's substantial offering of products and value-added services, including experienced, cross-functional Implementation Team. This team represents Grainger's Sales, Operations and eCommerce departments. Grainger has devised, and will continue to devise, customized plans for WSCA Members based upon Grainger's existing knowledge and needs identified by the individual Member. Each individual Member plan will be aimed at assisting the Member in achieving their unique goals, including, but not limited to, increasing productivity and cost effective inventory management.

5.1.8. Length of time proposer has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

Grainger has been a distributor of facilities maintenance products since 1927. Incorporated in 1928, W.W. Grainger, Inc., with 2009 sales of \$6.2 billion, is the leading North American provider of facilities maintenance, repair, and operating (MRO) supplies. Grainger serves both the public and private sector and has a customer base of 1.7 million customers.

Section 5
Company Background and References



5.1.12. Is the proposer currently under litigation in any Participating State? If the answer is yes please briefly describe.

Grainger provides a report from CT Corporation which includes the public record of all litigation to which Grainger has been served through its registered agent CT Corporation and for which Grainger is either a party or interested entity and this report includes all fifty States over the last five years. This report is included in Grainger's **Part III – Confidential Proposal as Exhibit 10**. This list includes claims and litigation directed against Grainger or in which Grainger may have an interest either direct or indirect. To the extent additional information is requested we will make every attempt to satisfy all inquiries.

5.1.13. Has the proposer been party to any litigation in the past? If the answer is yes please briefly describe.

Grainger provides a report from CT Corporation which includes the public record of all litigation to which Grainger has been served through its registered agent CT Corporation and for which Grainger is either a party or interested entity and this report includes all fifty States over the last five years. This report is included in Grainger's **Part III – Confidential Proposal as Exhibit 10**. This list includes claims and litigation directed against Grainger or in which Grainger may have an interest either direct or indirect. To the extent additional information is requested we will make every attempt to satisfy all inquiries.

5.2. REFERENCES

Proposers shall provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Proposers are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the proposer's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the proposer's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

- 5.2.1. Client name;
- 5.2.2. Project description;
- 5.2.3. Project dates (starting and ending);
- 5.2.4. Staff assigned to reference engagement that will be designated for work per this RFP;
- 5.2.5. Client project manager name, telephone number, fax number and e-mail address.

References have been provided by Grainger's customers directly to WSCA, in accordance with the RFP instructions. Grainger has confirmed that the Lead State has received our references by the deadline of October 1, 2010.

6. **SUBCONTRACTOR INFORMATION**

6.1. Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown **XX**

If "Yes", proposer must:

- 6.1.1. Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 6.1.2. Provide the same information for any proposed subcontractors as requested in the Primary Proposer Information section.
- 6.1.3. References as specified above must be provided for any proposed subcontractors.
- 6.1.4. The State may require that the awarded proposer provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.
- 6.1.5. Primary proposer shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.
- 6.1.6. Primary proposer must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

7. **PRICING**

Note: All Pricing Proposals shall be submitted to the State as a separate, sealed package and clearly marked: “Pricing Proposal in Response to RFP No. 1862”, please refer to the Submittal Instructions for further instruction.

Please see Grainger’s Pricing Proposal in Response to RFP No. 1862.

7.1. The discount percentages as listed below must be in the Pricing Proposal and not be submitted with the Technical or Confidential response. These percentages will be scored in the pricing section only.

7.1.1. Percentage off items not included in the market basket must be listed in the pricing proposal. This percentage may vary by category.

7.1.2. Contract prices represent-ceiling prices for the supplies and services priced in the award(s). The proposer shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded proposer agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

7.1.3. Proposers must provide detailed fixed prices for all items listed in the market basket categories in the Pricing Proposal section of this RFP.

8. **PAYMENT**

- 8.1. Payment for the contracted service will be within 45 days upon receipt of invoice and the using agency's approval. No interest on overdue payments may be charged.

Acknowledged

- 8.2. Invoices are to be submitted per order.

Acknowledged

- 8.3. Proposers may propose an alternative payment option; alternative payment options must be listed on Attachment B of the RFP. Alternative payment options will be considered if deemed in the best interest of WSCA. The State does not issue payment prior to receipt of goods or services.

Acknowledged



9. SUBMITTAL INSTRUCTIONS

9.1. A pre-proposal submission conference will be held as listed in the time line below. The location of the conference will be Reno, Nevada. Vendors will be requested to register for the conference (Attachment J) and will be advised of the address and time via an amendment on or before September 1, 2010. In addition to this pre-proposal submission conference, the Nevada Purchasing Division will accept questions and/or comments in writing as described below.

The deadline for submitting questions is September 16, 2010 at 5:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective proposers on or about September 22, 2010 at 5:00 p.m.

The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the "Question" link.

9.2. RFP Timeline

<u>TASK</u>	<u>DATE/TIME</u>
Pre-proposal submission conference in Reno, NV p.m.	September 8, 2010 @ 1:00 p.m.
Deadline for submitting questions	September 16, 2010 @ 5:00 p.m.
Answers to all questions submitted available on/about	September 22, 2010 @ 5:00 p.m.
Deadline for submittal of Reference Questionnaires	October 1, 2010 @ 5:00 p.m.
<u>Deadline for submission and opening of proposals</u>	<u>October 7, 2010 @ 2:00 p.m.</u>
Evaluation period	October 10, 2010 thru November 4, 2010
Letter(s) of Intent issued	November 17, 2010
Award(s) issued	November 29, 2010
Contract(s) Start Date	January 1, 2011

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

9.3. Proposal submission requirements:

Part III: Confidential Information:

One (1) original marked "MASTER" sent to Nevada State Purchasing.

One (1) identical copy sent to Nevada State Purchasing.

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.) sent to Nevada State Purchasing.

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

"Confidential Information in Response to RFP No. 1862"

If the separately sealed proposal, marked as required above, is enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1862

PROPOSAL OPENING DATE: October 7, 2010

**FOR: A Multi-state Contract for Facilities Maintenance,
Lighting Products, Industrial Supplies and Tools**

9.3.2. **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, October 7, 2010.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Proposers may submit their proposal any time prior to the above stated deadline.

9.3.3. **One copy of each Technical Proposal (Part I) shall be submitted to:**

Attention: Larry Thacker
State of Utah, Division of Purchasing and General Services
3150 State Office Building
Salt Lake City, UT 84114

PMB 01231
Attn. Andy Mobley
South Dakota Office of Procurement Management
523 E. Capitol Ave
Pierre, SD 57501-3182

Attn: Ted Fosket
State of Alaska, Department of Administration
Division of General Services
333 Willoughby Avenue
7th Floor State Office Building

Section 9
Submittal Instructions



- 9.7. For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 9.8. If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 9.9. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 9.10. Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 9.11. The proposal must be signed by the individual(s) legally authorized to bind the proposer, see NRS §333.337.
- 9.12. For ease of responding to the RFP, proposers are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, CD, or on the State Purchasing Division's website in PDF or Word format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or diskette, proposers should contact the Purchasing Division for assistance. In the event proposers choose to receive the RFP on CD, the proposer will be responsible for providing a blank CD; unless proposers provide a Federal Express, DHL, etc. account number and appropriate return materials, the CD will be returned by first class U.S. mail.
- 9.13. Proposers utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in *an easily distinguishable font* immediately following the applicable question.
- 9.14. *For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective proposers or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).* This restriction

Section 10

Proposal Evaluation and Award Process

information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

- 10.2. Each proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the proposer or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the proposer's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.

As disclosed in the public record in our SEC filings, Grainger received a letter in December 2007 from the Commercial Litigation Branch of the Civil Division of the Department of Justice (DOJ) regarding Grainger's contract with the General Services Administration (GSA) alleging that Grainger had not complied with its disclosure obligations and the contract's pricing provisions, and had potentially overcharged the government customers under the contract. Discussions relating to the Grainger's compliance with its disclosure obligations and the contracts pricing provisions are ongoing with the DOJ.

Additionally, the government intervened in a previously filed civil "qui tam" action alleging non-compliance with the pricing provisions for "sourced" items under the contract and with the country of origin provision of the Trade Agreement Act. In July, 2008 the parties entered into a settlement in which Grainger paid \$6 million to the government but did not admit any violations. The "qui tam" action was dismissed in July of 2008.

Grainger is a party to a contract with the United States Postal Service (the "USPS") which was entered into in 2003 covering the sale of certain Maintenance Repair and Operating Supplies (the "MRO Contract"). The Company received a subpoena dated August 29, 2008, from the USPS Office of Inspector General seeking information about the Company's pricing compliance under the MRO Contract.

Grainger is also a party to a contract with the USPS entered into in 2001 covering the sale of certain janitorial and custodial items (the "Custodial Contract"). The Company received a subpoena dated June 30, 2009, from the USPS Office of Inspector General seeking information about the Company's pricing practices and compliance under the Custodial Contract.

The timing and outcome of the GSA and USPS investigations are uncertain and could include settlement or civil litigation. While these matters are not expected to have a material adverse effect on the Company's financial position, an unfavorable resolution could result in significant payments by the Company. The Company continues to believe that it has complied with each of these contracts in all material respects. For additional information, please see Grainger's current Form 10-K and Form 10-Q on file with the Security and Exchange Commission.

- 10.3. Clarification discussions may, at the State's sole option, be conducted with proposers who submit proposals determined to be acceptable and competitive NAC §333.165. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no

Section 11
Terms, Conditions and Exceptions

Section 11
Terms, Conditions and Exceptions



Pricing

The pricing model for Sourced Products is based on current market conditions and is competitive for spot buy situations on a per order basis.

Warranty

GRAINGER'S STANDARD WARRANTY DOES NOT APPLY TO SOURCED ITEMS. GRAINGER, TO THE FULLEST EXTENT PERMITTED, PASSES THROUGH TO CUSTOMER ANY AND ALL MANUFACTURER AND SUPPLIER PRODUCT WARRANTIES.

Warranty Disclaimer

GRAINGER'S WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY APPLY TO SOURCED PRODUCTS.

WARRANTY DISCLAIMER. GRAINGER SHALL HAVE NO LIABILITY FOR, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) ANY WARRANTY OR AFFIRMATION OF FACT RELATED TO MISUSE, IMPROPER SELECTION, RECOMMENDATION, OR MISAPPLICATION OF ANY PRODUCT; AND (III) ANY WARRANTY OR AFFIRMATION OF FACT THAT THE CATALOGS, LITERATURE AND WEBSITES IT PROVIDES ACCURATELY ILLUSTRATE AND DESCRIBE PRODUCTS.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY IN ALL EVENTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY. GRAINGER'S PAYMENT OF SUCH AMOUNT SHALL BE THE FINAL AND EXCLUSIVE REMEDY IN THE EXHAUSTION OR UNAVAILABILITY OF ANY OTHER REMEDY SPECIFIED HEREIN AND SHALL NOT BE CONSTRUED OR ALLEGED BY CUSTOMER TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Returns

A RGA (Returned Goods Authorization) must be issued by Grainger prior to returning Sourced Products; the RGA is good for 30 days after issuance. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee of 35% of Sourced Product sell price, freight prepaid and added, unless shipment was the result of a Grainger or manufacturer error. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns or refunds are allowed.

Stocking Sourced Product

In the event that Grainger agrees to stock an agreed upon quantity of Sourced Products for Customer, upon expiration, cancellation or termination of the Agreement, Customer agrees to purchase all remaining stocked Sourced Product. Grainger will invoice Customer for such product within (30) days of expiration, cancellation or termination of the Agreement.

GRAINGER LIMITED WARRANTY

LIMITED WARRANTY. ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR RESALE OR FOR USE IN BUSINESS OR ORIGINAL EQUIPMENT MANUFACTURE, AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE YEAR AFTER DATE OF PURCHASE FROM GRAINGER, UNLESS OTHERWISE STATED. ANY PART WHICH IS DETERMINED BY GRAINGER TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP AND RETURNED TO A GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS GRAINGER DESIGNATES, SHIPPING COSTS PREPAID, WILL BE, AS THE EXCLUSIVE REMEDY, REPAIRED OR REPLACED AT GRAINGER'S OPTION.

Section 11
Terms, Conditions and Exceptions



considered to be accurate and reliable. Grainger, however, makes no warranty with respect to the accuracy of the information or the suitability of the recommendations. Grainger disclaims any and all liability to any user.

- 11.9. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.10. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.11. Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 11.12. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 11.13. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, proposer or prospective proposer. Collaboration among competing proposers about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the proposer.
- 11.14. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 11.15. Prices offered by proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded proposer agrees to provide the purchased services at the pricings, rates and fees as set forth in their proposal in response to this RFP. No other pricings, rates or fees shall be payable to the awarded proposer for implementation of their proposal.
- 11.16. The State is not liable for any pricings incurred by proposers prior to entering into a formal contract. Pricings of developing the proposal or any other such expenses incurred by the proposer in responding to the RFP, are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State.
- 11.17. All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the proposer's request and expense. The master Technical Proposal, the master Pricing Proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master pricing will become public record after the award of a contract. The failure to separately package and clearly

Section 11
Terms, Conditions and Exceptions



The State reserves the right to disqualify any proposer on the grounds of actual or apparent conflict of interest.

- 11.22. The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 11.23. Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the proposer expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 11.24. The State reserves the right to negotiate final contract terms with any proposer selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded proposer's proposal, and the awarded proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.25. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any proposer misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 11.26. No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 11.27. The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.28. Any unsuccessful proposer may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 11.29. Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

Section 12

Submission Checklist

Section Thirteen

State Documents

- 1. Page 1 of the RFP completed**
- 2. All Amendments completed and signed**
- 3. Primary Proposer Attachments A & B signed**
- 4. Subcontractor Attachment A & B signed (if applicable)**
- 5. Primary Proposer Information provided**
- 6. Subcontractor Information provided (if applicable)**
- 7. Certificate of Insurance**



Amendments 1, 2 and 3



SUBJECT: Amendment No. 2 to Request for Proposal No. 1862

DATE OF AMENDMENT: September 29, 2010

DATE OF RFP RELEASE: August 20, 2010

DATE AND TIME OF OPENING: ~~October 7, 2010 @ 2:00 p.m.~~

AGENCY CONTACT: Gail Burchett, Purchasing Officer

The following shall be a part of RFP No. **1862** for ***A Multi-State contract for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Section I. Timeline Change:

The opening date/ final day and time for response submittal, shall be **October 20, 2010 @ 2:00 p.m.**

Section II: Additional State Intent to Participate:

The State of Oregon has signed an "Intent to Participate" document for this procurement.

Section III: Addition Terms and Conditions:

The following are the unique terms and conditions for the State of Connecticut.

Section IV: Questions and Answers:

1. You refer to an excel file included, but I found no evidence. Only the overview and Industrial Supplies docs. Please email or publish.

The excel spread sheet was embedded in the document however, a revised excel spreadsheet with market basket manufacturer part numbers corrected as needed will be released in this amendment. Please see the embedded document at the end of this amendment.

9. Is the current WSCA contract due to expire, available for review by the public? If so, how can we obtain a copy?

Yes, please send an email to gburchet@purchasing.state.nv.us and I will respond by sending you our Public Information Request form. After this form is returned to Nevada State Purchasing, I will make the contract available via email or disc to you.

10. In the Market Basket Spread Sheet for Batteries and Flashlights, you have a column for "2009 Units Sold". If it is an 8 pack, for example, does that quantity indicate how many 8 packs are sold or how many individual units are sold?

Individual Units.

11. Does the contract administrator have a preference for the formatting of the electronic (CD-ROM) price list that will be submitted along with this bid? In our other single State bids we've traditionally submitted our pricing in Microsoft Access format. Is this format acceptable for this particular bid or is there some other preferred format that we should follow?

Your response to the price list must be as requested in the RFP document only. Vendor's catalogs may be submitted on CD or hardcopy.

12. 1.1 Volume Discounts – Minimum Order Will the State of NV and all Participating States take into consideration and allow the proposers to ship according to the mfg ordering guidelines? In the event a manufacture will only ship case qty; example: lamps can be only shipped in qty of 12 per case. Manufactures have restrictions on certain items which have been proven to limit damaged shipments.

The State of Nevada will allow proposers to offer manufacturer guideline ordering quantities. However, this minimum order issue will need to be addressed separately to each Participating State via that State's Participating Addendum.

13. 1.6 Allowable Price Increases- The RFP states that all price increases will be substantiated by the Producer Price Index and/or Consumer Price Index or similar pricing guide. Will The State of Nevada and all Participating States accept a manufacture price increase on manufacture letterhead stating the proposer's percentage increase and effective date?

No, price increases shall be substantiated by the PPI, CPI or similar pricing guide.

14. Attachment H - Market Basket Pricing Schedule certain manufactures do not offer a published List Price; in lieu of a manufacture list price can we submit proposer list price?

Yes.

proposer's geographic distribution limitations may change during the course of the contract. How would WSCA/SON interpret the above clause in that circumstance?

The language in Section one of this RFP shall be changed to the following:

However, if a Proposer elects to submit a Proposal for a single State then the Proposer must be willing to supply the entire State. Proposers may add additional States at a later date during the contract if mutually agreed to by the proposer and WSCA. Please note that this does not guarantee that additional States added at this later date will automatically sign a Participating Addendum.

21. All pricing listed shall be ceiling prices with the option for Participating States to negotiate more favorable discounts for large orders. Does this apply to category discounts as well or only to the line item pricing in the attachment?

Both category and line item pricing.

22. 3. 5.1.11 financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions. 1. Dun and Bradstreet number 2. Federal Tax Identification Number 3. The last two - (2) years and current year interim: Profit and Loss Statement Balance Statement Will the State of Nevada accept alternate financial assurances in the form of "Letters of Comfort" from our banking and accounting firms? As a privately held company disclosure of our financial statements is a requirement that runs contrary to the private nature of our ownership. In the event the State will not accept alternate forms of assurance of financial soundness what is the statutory or regulatory basis for this requirement?

Yes, the State will accept alternate financial assurances.

23. Product Questions Market Basket Spreadsheet cleaning category. a. Please provide the Diversey item numbers. Many of these items have multiple product pack and Unit specifications. 5NF21 Disinfectant, 1 Qt Diversey, Inc. WIDE RANGE II RTU 3UT36 Cleaner, Foam Burst Diversey, Inc. FOAM BURST 5NF24 Cleaner, 1 Qt Diversey, Inc. CREME SOLVER 2LEF7 Clinging Toilet Bowl Cleaner, 1 qt Diversey, Inc. 2LEF7 5NF22 Cleaner, Grout, 1 Qt Diversey, Inc. GREAT WHITE 2CXB8 Cleaner and Disinfectant, Pine, 1 Gal Diversey, Inc. 2CXB8 5NF23 Cleaner, 1 Qt Diversey, Inc. TOUGH BOWL none Oxivir Five 16 Johnson Diversey none Alpha-HP Bathroom Cleaner Johnson Diversey none Alpha-HP Multi Surface Cleaner Johnson Diversey none Stride Neutral Cleaner Johnson Diversey.

Please provide pricing per quart for each product.

24. Please explain why these industrial lubricant products are included in the cleaning supply category? We request that these be removed from consideration as required items. 4ZF44 Grease, Automotive Exxon Mobil Oil Corp XHP222SPECIAL 4UJ42 Grease, 2 NLGI Grade LPS Laboratories, a div of ITW 70614 1D262 QD Contact Cleaner, 16 Oz, Net

Not necessarily. All States will sign Participating Addendums if and when they decide to use an awarded contract.

31. Attachment H Market basket. Is the List price the manufacturer's list price?

No. It is the vendor's catalog list price.

32. Attachment I Percentage off list pricing schedule. Can more than one discount be submitted for a category? For example, for #15 Power Tools & Accessories, discounts submitted for tools and accessories could be 35, 40, 45, 50 and 60. By providing multiple discounts better pricing can be offered to the WSCA states.

No. Please provide one percentage off category list price for each full category you propose.

33. Should my pricing include freight charges or should that be separate from pricing?

Yes. All products delivered to the continental United States are to be FOB Destination. Hawaii and Alaska may be taken as an exception however proposers must describe in detail, any freight charges to these two States.

34. Cannot reach list of products to bid on.

The corrected excel spreadsheet is embedded at the end of this document.

35. Inquiring as to any update to Attachment H Market Basket Pricing Schedule to the lamps/ballasts and fixtures description and model numbers. Most of the manufacturer model numbers for lamps do not match their descriptions in the spreadsheet.

The corrected excel spreadsheet is embedded at the end of this document.

36. Our company, LED ECO SOLUTIONS INC. dba AoTuroaLED, is a leading edge manufacturer of a full line of LED (light emitting diodes) products. Our classification falls under "Lamps, Ballasts and Fixtures". Our company does not manufacture, distribute or sell ballasts, fluorescent lighting, etc. Our question is: Will WSCA issue an addendum that allows our products to be offered via WSCA as its own product line. Support for our case is as follows: AoTuroaLED is the North American interior lighting division of Axiom LED of New Zealand (go to www.AoTuroaLED.com for more detailed information). The LED systems we offer are used to retrofit fluorescent lighting in office, warehouse, and parking garages. Axiom NZ LED lighting modules are made in New Zealand and our Axiom Power Corp. power units are made in Taiwan. Our kits are brighter than fluorescents, much lower energy, 10x the life at 100,000 hour rating, and contain no hazardous or harmful materials like the mercury (Hg) in fluorescent tubes. Due to extensive interest by Military and Government facilities in the USA, AoTuroaLED announced that LED systems will be fabricated in California and Nevada. The products will be in compliance with GSA standards. White LED retrofit kits will be

spend for each of the 31 States?

No. this is an aggregate spend for each category for all Participating States.

41. I see the amendment 1 for 1862a, but don't see what exactly amendment 1 is for?

Amendment 1 was announcing that the preproposal conference was to be held at the Grand Sierra Hotel, Reno, Nevada.

42. If we are awarded the contract are the local entities still allowed to buy from other vendors as well?

Yes.

43. How will we be notified of the award of the contract?

Awarded vendors will also be sent a notice of award via fax and US mail.

44. Inquiring as to any update to Attachment H Market Basket Pricing Schedule to the lamps/ballasts and fixtures description and model numbers. Most of the model numbers do not match their descriptions in the spreadsheet.

The corrected excel spreadsheet is embedded at the end of this document.

45. In Fasteners category, pricing is requested for some wire rope, clips, etc. These items are identified as supplied by 3M Company. The supplier looks to be incorrect. Is there another supplier you prefer?

Proposers may submit items that are equal or better than the item listed. These may be from a different manufacturer than listed.

46. In the lighting section of the Market Basket Price Spreadsheet the Item Description and Grainger Product codes are inconsistent with the manufacturer's product codes from line 47 of the spreadsheet to the bottom. Can you please clarify which code we should be comparing? As an example Grainger 5XP32 describes a fluorescent tube. The GE lighting description is for a floodlight.

The corrected excel spreadsheet is embedded at the end of this document.

47. Can we receive a copy of the existing Grainger contract and what would be the ETA?

Yes, please send an email to gburchet@purchasing.state.nv.us and I will respond by sending you our Public Information Request form. After this form is returned to Nevada State Purchasing, I will make the contract available via email or disc to you. I will send you this information within 3 days of receipt of the Public Information Request form.

55. Section 3.5.3. – Online Workflow Management – Please provide a deeper explanation and expectations of this point in the contract.

Section 3.5 E-Commerce and Web Catalog Capabilities shall be changed to a desirable requirement. Please discuss what controls/ checks and balances you have in place to assure WSCA and the Participating States that order requests have been authorized by the using agency within that State prior to order placement by the vendor.

56. Section 3.8. – Procurement Card Policy – Can procurement card data for each entity be stored at each Ferguson Enterprises, Inc. location? Provide details. a. In the absence of pay on the site (through Ferguson Online & Punch-out), will WSCA allow payment processing to occur via phone through an FEI representative?

No. Processing of P-card payment must transpire via internet or on site.

57. Section 1 – Overview of Project The categories listed in this section (Electrical Repairs and Equipment & Material Handling Repairs) use the word “repair”. Please verify that no services are required under these categories?

No services are required under any categories.

58. Our company represents over 2200 manufacturers that cover over 1.2 million products. Please confirm we can use our website as the list price?

The term list price means proposer’s catalog list price.

59. Market Basket The entire Lamp Section contains inaccurate information. For each line item the WWG part # does not correspond with the Manufacturer’s part #. They represent two distinctly different items. Which # should we use to cross the items? The WWG # is a higher priced item than the Manufacturer’s #. Please see example below... 1PGT3 Lamp, F7BX/827/ECO, CFL, Plug-In, 7W, Biax General Electric Lighting
F34CW/RS/WM/ECO 2V791 Lamp, 90par/H/FI25, 90 W General Electric Lighting
F32T8/SP41/ECO The part number (1PGT3) and description is not = to the manufacturer description (F34CW/RS/WM/ECO)

The corrected excel spreadsheet is embedded at the end of this document.

60. Market Basket Some items in the cleaning section have very little information - see example none Oxivir Five 16 Johnson Diversery MRO Chemicals no history We request that items that do not have all the information be removed? (There are other items in this section with very little information)

We will not remove any items however proposers may offer equal or better to products as a replacement for the items listed.

No.

70. May category discounts be provided as a range, for example 10% - 20% rather than a single discount?

No. A single percentage discount off vendors catalog per category is expected.

71. In Section 1. Overview, where does the proposer identify the geographic limits proposed? Are the 31 states that have indicated the intent to participate the maximum geographic limit of coverage that may be proposed? If so how will additional states be added should they decide to participate after award?

Please indicate your geographic limits beneath the question or statement in the RFP. Proposers may name any of the 50 States as part of their geographic coverage.

72. Are the Special Terms and Conditions referring to the Individual State's Unique Terms and Conditions? Or are the Special Terms and Conditions the proposer exceptions or clarifications to the WSCA terms and conditions?

These are WSCA terms and conditions. Please note however that States that have indicated their intent to participate have listed any of their unique terms and conditions in the RFP or this amendment. Other States that opt to use awards based on this procurement may have unique terms and conditions. These terms and conditions will be part of that State's Participating Addendum.

73. Should the point of contact information of the references be included in the confidential proposal given the confidential nature of the information?

No.

74. What is the contract price per each for the following 25 part numbers in the market basket? 6TG01 6TD41 3MA16 4T152 2DCX1 2FPJ4 1F398 2CUU1 2ETV7 1PGV6 4TE16 4TH42 3CB54 5W419 5A051 1RL57 3VG76 4LL48 1PGT2 1TYL3 5U618 1AD87 2KFY4 2A W10 2ZB21 2NV59.

Please refer to the Grainger web link located on the State of Nevada Purchasing website.

75. There are quite a few parts listed in the Lamps Market Basket that do not match. For example, line 52, the Model number does not match the description (a model number is in the description as well) and they conflict. In these cases, should we bid the model number or the description?

The corrected excel spreadsheet is embedded at the end of this document.

Nevada as the lead State will be the point of contact for discontinued item notification.

83. Section 3.10 Customer Service Representatives (Subsection 3.10.1.2) -Can you please provide a detailed explanation of all that will be required during after hours; i.e. for customer service support, product delivery, technical, etc ...

The representative must be available to assist in emergency situations that may arise within a Participating State. This may include delivery, support, technical etc.

84. Section 3.10 Customer Service Representatives (Subsection 3.10.1.2) Can you also provide an anticipated volume for this service?

The volume for this service will vary from State to State.

85. Section 3.10 Customer Service Representatives (Subsection 3.10.1.2) Will we need an outside sales representative in every participating state? Can an inside sales team be used to cover the area where outside representation is not available?

Proposers must offer Customer Service Representatives as described for each State. Proposers shall describe in detail their method for this service.

86. Section 4.5 Shipping (Packing Label and Packing Slip)- Are we correct in thinking the WSCA requirement is 1 Packing Label per carton shipped and 1 Packing Slip per shipment? If the WSCA shipping requirement is anything different than above, please clarify?

In general this will suffice. Certain Participating States may request a different method via their Participating Addendum.

87. Section 4.5 Shipping (Packing Label and Packing Slip) - The State is requiring an Authorized Purchasers to on the Packing Label. How will we be able to identify the Authorized Purchaser on a PO?

Contract holders will be advised of the Authorized Purchasers per State at the time of signature on each Participating Addendum.

88. Section 4.5 Shipping (Packing Label and Packing Slip) - If a Proposer is unable to provide all the required information being requested, should we make note on the exceptions report all the detailed information that we can supply?

Yes.

89. Section 4.6 Implementation (Subsection 4.6.3) - What is an acceptable, expected time frame for proposer's to implement the online ordering system?

96. Section 6. Subcontractor Information - Please define Subcontractor. For example, is it only Minority and Woman Owned Businesses (M/WBE), Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE) or other examples of subcontractors?

Subcontractors for this procurement are described as any type of provider or business that will be supplying products to a Participating State on your behalf.

97. Section 7.0 Pricing - Can the Proposer provide pricing on the percentage off category and not participate on the Market Basket items that correlate to the percentage off category; i.e. proposer offers 10% off on the HVAC Percentage off category, and not participate in the HVAC Market Basket category?

No.

98. Section 7.0 Pricing - Can the State please provide the awarded bid tabulation from the most recent contract?

Due to the size of the requested tabulation, please send an email to gburchet@purchasing.state.nv.us requesting this tabulation.

99. Section 9.3 Technical Proposal (Part 1) -Article # 9.3.3, please clarify if the (6) envelopes should be addressed to the names of the sourcing team and mailed to each specified address or if the (6) envelopes should be included in the entire bid package to be sent to Nevada State Purchasing dept.

Yes, proposers shall send the six evaluators as named in Section 9.3.3 the technical proposal section only. All other copies of the technical proposal, all cost proposals and all confidential material must be sent to Nevada State Purchasing.

100. Master Agreement for Services of Independent Contractor, page #36 -How could we obtain a copy of the Participating Addendums and/or Master Agreement for Services of Independent Contractor for the State of California and Wyoming?

Due to the size of the requested documents, please send an email to gburchet@purchasing.state.nv.us requesting this information.

101. Master Agreement for Services of Independent Contractor, page #36 Where will we find a copy of Attachment AA and Attachment CC, which is referenced on page 37?

Attachment AA is RFP 1862 (this solicitation) and any amendments. Attachment CC will be the awarded contractor's proposal. An MSA for each awarded vendor will be issued.

102. Attachment G – States Intending to Participate -Will there be additions to the states listed in Attachment G or if the list is inclusive?

109. Please clarify the environmental requirements in sections 4.8.2, 4.8.3 and 4.8.4. As a distributor we do not control the manufacture of the products themselves, we do offer environmentally friendly products but the above sections appear to involve manufacturing processes.

Distributors are expected to respond to this section with applicable information. This may include manufacturers known practices that the proposer distributes.

110. Section 1.1 With regard to volume incentives or growth incentives; are the participating states able to accept discounts in the form of rebates rather than an increase in the discount offered? You are suggesting a cumulative volume discounts (or rebate), are you referring to a volume for purchasing entity, an entire State or for the entire contract?

Volume discounts are cumulative volume discounts and refer to the entire contract volume.

111. In the previous awarded contract there were a range of discounts offered per product category. When evaluating the pricing of items outside of the market basket how will the evaluation committee check and verify the actual pricing offered on an item?

One percentage off catalog list price for each category is required. All pricing shall be per the proposer's current published catalog.

112. How do you anticipate evaluating percentage discounts for this award since the list price varies by supplier? Catalog pricing may vary widely by supplier. How will the actual discounts offered be evaluated? This is important because some of the discounts offered may appear to be smaller but the "Catalog" price may already be considerably lower and a 5% discount from one supplier may be equivalent to a 30% discount from another.

All catalog pricing and the offered percentage off pricing shall be taken into consideration during evaluation.

113. During the previous contract, how were products not shown in the printed catalog priced by the supplier and subsequently verified by WSCA?

The current contractor's catalog is used to verify the pricing.

114. In section 7.1.2, how do you define purchasing entity?

A "purchasing entity" is any governmental entity within a Participating State. This includes all State, city, county, school districts, university systems, judicial systems and any other political subdivision within that State.

115. In section 1.6, does the 1 year firm pricing apply to the parts listed on the market baskets or to all items sold during the 1 year period?

This question refers to any conflict of interest in which a contractor employee also is employed by a purchasing entity within a Participating State. National Guard service is exempt from this information.

121. Does each state that has indicated intent to participate have a centralized warehouse? If so, could you provide a list of the addresses?

No.

122. Please provide the breakdown of the previous contract year spend of \$360M per category?

This information is not available.

123. For at least 7 parts found in the Fasteners and Packaging market baskets, the Grainger part number, and descriptions match; however, the supplier name does not match. For example. Part number, 2XY29, and Description – Anchor Shackle, match; however, the Supplier Name is 3M Tape Division. For these parts, do you want us to disregard the supplier name?

The corrected excel spreadsheet is embedded at the end of this document.

124. Section 1.3.3; If each State can add an administrative fee, can this amount be added to the sale price of the contract within that State alone? This will allow State's that do not participate in this practice to receive the most competitive price available? Is there a maximum or cap on fee that can be added? Will you provide a list of the administrative fees for each participating state?

Individual State Administrative Fees shall be added to that individual State pricing only. The individual State Administrative fees will be described in their Participating Addendum and reflected in the price per item for that State. WSCA does not have access to each State's Administrative Fees.

125. Section 4.10.3: Is this provision asking for items that may be available to be purchased through a reseller for this contract? Will these type of arrangements need to be considered a sub-contractor?

Proposers are asked to detail products that may be available and may also include any intentions to sell through a reseller in their proposal response. These arrangements may be considered a sub contractor relationship.

126. Section 6.1: As part of our Small Business subcontracting plan we would like to continue to seek partners that we can add to the scope of this agreement. Will we be allowed to add Small Business subcontractors after award to help increase the Small Business throughput on this agreement?

The corrected excel spreadsheet is embedded at the end of this document.

132. Is a complete Pricing List required with the bid submittal for EACH manufacturer offered? That is on page 79?

Page 79 is the request for the percentage off catalog list price per category for all items offered not on the market basket. Proposers shall respond with one total percentage off catalog list price only per category.

133. Section 1.6 - Allowable Price Increases Section 1.6 talks requires that price increases be substantiated by the PPI or CPI. Since it is not uncommon to have a substantial increase from a supplier on a single item that would not be reflected in or by the PPI or CPI. Will WSCA accept additional or other forms of support for price increases, such as a manufacturer's letter?

No.

134. Will WSCA allow the parties to agree upon the adequate substantiation for price increases, such as PPI, CPI or manufacturer's letter, depending on the situation?

Indexes such as PPI and CPI are the only forms of substantiation of price increases acceptable. A manufacturer's letter will not be accepted.

135. Will WSCA accept another form of conclusive evidence? Such as a letter from the manufacturer? It is not uncommon to have a substantial increase from a supplier on a single item and not affect the Producer Price Index or Consumer Price Index significantly. We suggest that WSCA allows for an exception with this requirement.

This will not be acceptable to WSCA.

136. Section 3.5. E-Commerce and Web Catalog Capabilities If WSCA moves the requirement for work-flow management from a mandatory requirement to a desirable feature, will WSCA give vendors with work flow management capabilities and functionality extra credit?

Section 3.5 E-Commerce and Web Catalog Capabilities shall be changed to a desirable requirement.

137. Section 4.8 Sustainability/Environmental Practices This section asks proposers to describe sustainability and environmental practices for the following: Section 4.8.2 - Use of single plastic resins in plastic components weighing more than 100 grams; Section 4.8.2 - Clear and visible labeling of plastic types in components weighing more than 25 grams Section 4,8,3 - Avoidance of paints, including metallic paints on any internal or external plastic housings Section 4.8.4 - Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be

Multiple awards are possible based on the proposal responses.

144. Will the award lean more toward a distributor who can supply products from more categories than just 1 or 2?

Multiple awards are possible based on the proposal responses. Proposal responses will be evaluated and awarded points. There are a maximum 500 points for pricing and 500 points for the desirables section of the RFP.

145. Will the award favor a distributor who can supply products from all the categories?

Proposal responses will be evaluated and awarded points. There are a maximum 500 points for pricing and 500 points for the desirables section of the RFP.

146. Will WSCA award the contract to a distributor who can cover a larger geographic area over one that has a limited number of states it can cover?

Proposal responses will be evaluated and awarded points. There are a maximum 500 points for pricing and 500 points for the desirables section of the RFP.

147. Section 1. Overview: Is there any possibility to allow for expansion to other states during the award period or any renewals? If the proposer chooses to only service one state due to a variety of reasons, as that proposer grows and is able to service other states, is there some reason we cannot do that at the appropriate time?

The language in Section one of this RFP shall be changed to the following:

..However, if a Proposer elects to submit a Proposal for a single State then the Proposer must be willing to supply the entire State. Proposers may add additional States at a later date during the contract if mutually agreed to by the proposer and WSCA. Please note that this does not guarantee that additional States added at this later date will automatically sign a Participating Addendum.

148. Section 8.1 Are we to understand that payment is guaranteed within 45 days? If it is past that time period can we then charge interest?

The WSCA terms and conditions allow for late fees and interest, how if this varies the Participating State will address this on their Participating Addendum.

149. Attachment H Could you please define the term "Market Basket"?

Items that have a history of high volume purchases comprise the market basket. It is expected that due to the high purchase volume that better pricing will be given for these specific items than the % of catalog list price.

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701



Jim Gibbons
Governor

Greg Smith
Administrator

SUBJECT: Amendment No. 3 to Request for Proposal No. 1862

DATE OF AMENDMENT: October 7, 2010

DATE OF RFP RELEASE: August 20, 2010

DATE AND TIME OF OPENING: October 20, 2010 @ 2:00 p.m.

AGENCY CONTACT: Gail Burchett, Purchasing Officer

The following shall be a part of RFP No. 1862 for *A Multi-State contract for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools*. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Section I:


The reference due date is changed to October 15, 2010 @ 5:00p.m.

Section II:

Per Amendment 2 for this RFP Section 3.5 E-Commerce and Web Catalog Capabilities shall be changed to a desirable requirement.

Section III:

The lamps and ballasts section of the pricing sheet has been revised. This revised pricing sheet shall replace the lamps and ballasts section of the pricing sheet released in amendment 2. See the attached document below.


Lamps and ballasts
spreadsheet only for

ALL ELSE REMAINS THE SAME FOR RFP 1862

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR _____

AUTHORIZED SIGNATURE _____

TITLE _____ DATE _____

RFP 1862 Amendment #3

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
PRIMARY PROPOSER

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030 (5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful proposers’ technical and pricing proposals become public information. In accordance with the Submittal Instructions of this document, proposers are requested to submit confidential information in a separate envelope or binder marked “confidential.”

The State will not be responsible for any information contained within the proposal should proposers not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the proposer to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES **XX**

NO _____

SIGNATURE _____

Primary Proposer

_____ Date

PRINT NAME **W.W. Grainger, Inc.**
Primary Proposer

This document must be submitted in the “State Documents” section/tab of proposers’ technical proposal

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
SUBCONTRACTOR

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030 (5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful proposers’ technical and pricing proposals become public information. In accordance with the Submittal Instructions of this document, proposers are requested to submit confidential information in a separate envelope or binder marked “confidential.”

The State will not be responsible for any information contained within the proposal should proposers not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the proposer to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES _____

NO _____

NOT APPLICABLE

SIGNATURE _____
Subcontractor

_____ Date

PRINT NAME _____
Subcontractor

This document must be submitted in the “State Documents” section/tab of proposers’ technical proposal

**Attachment B
 CERTIFICATION OF COMPLIANCE WITH
 TERMS AND CONDITIONS OF RFP
PRIMARY PROPOSER**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and proposer's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO X Exceptions below:

SIGNATURE _____ Date _____
 Primary Proposer

PRINT NAME W.W. Grainger, Inc.
 Primary Proposer

Grainger takes its contract compliance and customer satisfaction very seriously. To that end, Grainger requests the opportunity to propose some clarifications to some of the terms in the RFP. Grainger requests that all negotiated clarifications apply to and be incorporated into any final negotiated contract and take precedence over any conflicting terms in the Attachment C, the Master Service Agreement and related WSCA Terms and Conditions.

Please note that the page numbers referenced below are from the original RFP form, not Grainger's proposal.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
Section 1.6 - ALLOWABLE PRICE INCREASES and	Pages 6 and 19	Grainger proposes the following changes identified in italics for Section 1.6 : "Pricing for items in the Market Basket must be held firm for the first year of the contract. Pricing for the Market Basket may be amended semi-annually thereafter.



<p>Section 3.2 FOB DESTINATION</p>	<p>Page 9</p>	<p>Grainger requests that the FOB Destination clause be clarified. Grainger will provide FOB Destination for standard ground delivery to all 50 states, including Alaska and Hawaii. Grainger requests that clarification be provided and that Participating Entities be responsible for expedited freight, special deliveries or other delivery charges.</p>
<p>Section 4.7 - REPORTING CAPABILITIES</p>	<p>Page 14</p>	<p>Grainger's reporting capability represents enormous investment in proprietary technology that assists us in discerning a customer's ongoing and changing needs. It allows detailed evaluation of technical and logistic demands which we, in working with the customer, use to chart a path to best meet requirements. We believe sincerely that our investment in this area is a competitive edge and contributes significantly to the quality of our products and service. We ask that the refined capabilities of this service be protected from those unwilling to make this investment. We request that for reports and compilations beyond those needed to provide core transparency under the agreement, such as fulfilling a WSCA member basic reporting requirement, that such reports and information be treated as proprietary and confidential.</p> <p>We propose that this matter be clarified during negotiations.</p>
<p>Section 7.1.2 - PRICE CEILING CLAUSE</p>	<p>Page 18</p>	<p>Grainger requests clarification on the Price Ceiling Clause, as amended by the Questions and Answers. The questions and answers amended this clause to read as follows:</p> <p style="padding-left: 40px;">Contract prices represent ceiling prices for the supplies and services priced in the award(s). Contractors may offer, at their discretion, special discounted pricing to a Participating State for large quantity orders or other circumstances.</p> <p>Grainger requests that this clause be further amended to include not just special discounted pricing but also "other more favorable terms", and to clarify that "such offers will not reestablish ceiling prices." We propose that the new amended read as follows:</p> <p style="padding-left: 40px;">Contract prices represent ceiling prices for the supplies and services priced in the award(s). Contractors may offer, at their discretion, special discounted pricing <i>and other more favorable terms</i> to a Participating State for large quantity orders or other circumstances <i>and such offers shall not constitute reestablishing ceiling prices.</i></p>

**Subcontractor Attachment B
(not applicable)**

Attachment C

CONTRACT FORM

The following State Contract Form is provided as a courtesy to proposers interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for proposers to complete the Contract Form with their proposal responses.

All proposers are required to submit a Certificate of Insurance in the “State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in paragraph 16 and Attachment BB of the attached contract.

As with all other requirements of this RFP, proposers may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2010

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

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

PRODUCER 1-630-773-3800 Arthur J. Gallagher Risk Management Services, Inc. Two Pierce Place Itasca, IL 60143	CONTACT NAME: Nicole Nelson PHONE (A/C, No, Ext): 312-803-7435 E-MAIL ADDRESS: nicole_nelson@ajg.com PRODUCER CUSTOMER ID #:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED W.W. Grainger, Inc. and its subsidiaries, affiliates and divisions, including GHC Specialty Brands, LLC (formerly known as Lab Safety Supply, Inc.) 100 Grainger Parkway Lake Forest , IL 60045	INSURER A: DISCOVER PROP & CAS INS CO	NAIC # 36463
	INSURER B: FIDELITY & GUAR INS UNDERWRITERS INC	NAIC # 25879
	INSURER C: US FIDELITY & GUARANTY CO	NAIC # 25887
	INSURER D: FIDELITY & GUAR INS CO	NAIC # 35386
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17375460 **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 INSR_WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		D009L00048	01/01/10	01/01/11	EACH OCCURRENCE \$ 3,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$	
						PERSONAL & ADV INJURY \$ 3,000,000	
						GENERAL AGGREGATE \$ 3,000,000	
						PRODUCTS - COMP/OP AGG \$ 3,000,000	
						\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$
A	AUTOMOBILE LIABILITY		D009A00102	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					\$	
	<input type="checkbox"/> NON-OWNED AUTOS					\$	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	DEDUCTIBLE					\$	
	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		D009W00184 (HI)	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N	D009W00186 Retro	01/01/10	01/01/11	<input type="checkbox"/> OTH-ER	
D	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	D009W00183 (AOS)	01/01/10	01/01/11	E.L. EACH ACCIDENT \$ 1,000,000	
A	Excess Workers Compensation		D009W00185 (NV, NJ)	01/01/10	01/01/11	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
C	Excess Workers Compensation		D009X00021 (OH)	01/01/10	01/01/11	E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Retro Policy applies to following states (AZ, AK, MA, OR, WI)

CERTIFICATE HOLDER

Western States Contracting Alliance (WSCA)

 Attn: Gail Burchett
 515 East Musser Street

 Carson City, NV 89701

 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas B. Gallagher

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

And

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1) (d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. **DEFINITIONS.** "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have executed a Participating Addendum. "Buyer" means any state agency or political subdivision participating under this contract. "Contractor" and/or Contracting Agency" means a person or entity that performs services and/or provides goods under the terms and conditions set forth in this contract. "Solicitation" means RFP #1862 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This contract shall be effective from _____ subject to the WSCA Directors' approval to _____, unless sooner terminated by either party as specified in paragraph (21).
4. **NOTICE.** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders

and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. In the case of error in the extension of prices in the proposal, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for proposal purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Proposal prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the proposal, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the proposer in proposal preparation.

11. PAYMENT. Payment for completion of a contract is normally made within forty five (45) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

12. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

13. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

14. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

15. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

16. DELIVERY. The prices proposed shall be the delivered price to any Participating State, agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

17. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous

provided by law; (2). terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future proposal solicitations.

Winding Up Affairs upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to offset under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

21. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and pricings. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may offset consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

22. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

23. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and pricings, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the Participating States and their officers, agencies, employees, harmless from and against any damage, pricing or liability, including reasonable attorney's fees

disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and proposers are bound by this provision.

32. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:

a. Contractor certifies, by signing this contract, 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. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

33. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

34. NON-COLLUSION. Contractor certifies that this contract and the underlying proposal, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other proposer of materials, supplies, equipment or services described in the invitation to proposal, designed to limit independent proposaling or competition.

35. WARRANTIES.

- a. Uniform Commercial Code. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.

statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date Independent's Contractor's Title

Signature

Date Title

Greg Smith, Administrator, State of Nevada

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On _____
(Date)

Professional Liability Insurance – (may be required by some participating States)

- 1) Minimum Limit required: \$ _____ Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is “As Broad as Primary Policy”

General Requirements:

- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed five thousand dollars (\$5,000.00) per occurrence, unless otherwise approved.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address identified on page 1 of the contract.
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as “A- VII” or better.

Evidence of Insurance

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Attachment D

Reference Questionnaire

RFP #1862 REFERENCE QUESTIONNAIRE
FOR:
A Multi-state Contract for Facilities Maintenance, Lighting Products,
Industrial Supplies and Tools

Part A:

_____ (Name of company requesting reference)

- As Primary Proposer
 As Subcontractor of _____
Name of Primary Proposer

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at srvpurch@purchasing.state.nv.us at (775) 684-0188, Attn: Keli Hardcastle no later than October 1, 2010 @ 5:00 p.m. PT and **must not** be returned to the company requesting the reference. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this proposer in the past?
 COMMENTS:

2. How would you rate this firm's knowledge and expertise?
 ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

3. How would you rate the proposer's flexibility relative to changes in the project scope and timelines?
 ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

Attachment E

WSCA Terms and Conditions

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of an contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

Attachment F

**Sample Intent to Participate
(Participating Addendum)**

Address:
Telephone:
Fax:
E-mail:

6. Subcontractors:

NO servicing subcontractors are permitted under this contract.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [insert appropriate number] and the Lead State price agreement number: XXXX.

This Participating Addendum and the Master Price Agreement number XXXX (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity:	Contractor:
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Attachment G

States Intending to Participate

ADDITIONAL OR UNIQUE TERMS AND CONDITIONS PER STATE

Arizona

1. DEFINITIONS:

“Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.

“Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

“Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

“Contractor” means any person who has a Contract with the State.

“Days” means calendar days unless otherwise specified.

“Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

“Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

“Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

“Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

“State” means the State of Arizona and Department or Agency of the State that executes the Contract.

noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.9 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world.
- Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4. COST AND PAYMENTS

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

- 6.2 Indemnification – Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern

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

- 7.9 Offshore Performance of Work. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
- 7.10 Scrutinized Business Operations. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and § 35-393, as applicable.

8. STATE'S CONTRACTUAL REMEDIES

- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning

shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 9.6 Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 CONTRACT DISPUTES

10.1 Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

10.2 Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12- 1518, except as may be required by other applicable statutes (Title 41).

MAINE

2. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

3. **STATE HELD HARMLESS** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

4. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

5. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

6. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

7. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

RFP: INDUSTRIAL SUPPLIES

DATE: August 20, 2010

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 4 of the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION): Bidder certifies that the company/individual is in compliance with the requirements as detailed in Section 7 of the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements. The contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of supplier the contractor will promptly inform the Commissioner of Buildings and General Services of such changes. The state reserves the right to ask for additional information and / or certifications any time during the contract period. Failure of the vendor to comply with any provision of this certification will be considered a default of the vendor's contract obligations.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

_____ If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

2. Will you furnish these products and services to the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____

_____ If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs. It should be noted that if you agree to extend these contract terms and prices to the political subdivisions or to independent colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

RESPONSE TITLE: FIRM NAME:

DATE: BY:

¹Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."

Attachment H

MARKET BASKET PRICING SCHEDULE

(See the Microsoft Excel spreadsheet labeled Pricing Schedule)

Please note: The embedded Market Basket file has been removed from Grainger's technical response and is included in Grainger's pricing response.

*If you are unable to access the above inserted file,
please contact Nevada State Purchasing at
srvpurch@purchasing.state.nv.us
for an emailed copy.*

Attachment I Percentage off list per category

Please see Grainger's Pricing Proposal for completed Attachment I

Company Name **W.W. Grainger, Inc.**

Please provide the percentage off of list pricing for any of the categories you want to propose in the table below. The proposed discount percentage must not exceed 4 digits to the right of the decimal point (i.e.10.3729% is acceptable while 10.37292% is not).

Category	Discount
1. HVAC	_____
2. Air Filters	_____
3. Lamps, Ballasts, Fixtures	_____
4. Cleaning	_____
5. Material Handling Repairs	_____
6. Security	_____
7. Motors and Accessories	_____
8. Electrical Repairs and Equipment	_____
9. Fasteners	_____
10. Batteries and Flashlights	_____
11. Outdoor Garden Supplies and Equipment	_____
12. Paint and Accessories	_____
13. Plumbing	_____
14. Pneumatic Tools	_____
15. Power Tools and Accessories	_____
16. Safety	_____
17. Hand Tools	_____
18. Welding and Soldering	_____

Note: This Price Schedule must be submitted together with Attachment H (Market Basket Pricing Schedule) to the State as a separate, sealed package and clearly marked: "Pricing Proposal in Response to RFP No. 1862" per the Submittal Instructions in Section 9.

Attachment J
The State of Nevada Purchasing Division on behalf of WSCA
PRE PROPOSAL CONFERENCE ATTENDANCE FORM

RFP 1862
A Multi-State Contract for Facilities Maintenance,
Lighting Products, Industrial Supplies and Tools

This meeting is not mandatory.

The meeting date and time is:
Wednesday, September 8, 2010
Registration time: 1:00 p.m.
Meeting time: 2:00 p.m.

Grand Sierra Resort
Sierra Room, Mezzanine Level
2500 East Second Street
Reno, Nevada 89595

Vendors must submit this form to attend the conference.

We request that no more than three (3) persons attend per company.

Forms must be completed and returned
no later than September 7, 2010 @ 2:00 P.M.

Return completed form to:
 Gail Burchett
 Nevada State Purchasing Division
 Email nvpurch@purchasing.state.nv.us
 Fax (775) 684-0188

If form previously submitted, please do not re-submit

Name of Company represented:	Grainger Industrial Supply
Name of person(s) attending Pre-Proposal Conference	Doug D'Alessio
	Mario Marin
	Brian Driskel
Phone number:	916-372-5983
Fax number:	916-471-0515
Email:	Doug.M.D'Alessio@grainger.com

Sourcing Beyond the Catalog

Full line suppliers in a wide variety of product categories.

SERVICE SOLUTIONS

Cleaning

Bobrick Washroom Equipment
CP Industries
Diversified Brands
Georgia Pacific
GOJO Industries
Lagasse Brothers
Minuteman
MI-T-M
Pitt Plastics
Rubbermaid Commercial Products
Rust-Oleum
Superior/Notrax
Tek Products
Weiler Brush
World Dryer
United Receptacle

Electrical

Advance Electric
Appleton
AWP (American Wire Products)
General Cable
Leviton
Omron Industrial Automation
Power Cell Battery Products
Square D
Thomas & Betts
3M
Tripp Lite
Wellmade Products
Woodhead

Fasteners

ABC Spax
Accurate Mfd. Products Group, Inc.
APM Hexseal
Celus Fasteners Mfg., Inc.
Danaher Tool Group
Earnest Machine Products Co.
Hexagon Enterprises, Inc.
I.G. Marston
Lindstrom Metric, Inc.
Mechanical Plastics Corp.
Mega Metric
Midwest Acorn Nut Company
Porteous Fastener Company
Precision Brand Products
Prospect Fasteners
Tampar Pruf Screws, Inc.
TE-CO
Vulcan Threaded Products, Inc.

Fleet Vehicle Maintenance

Balwin
Exxon Mobile
Hastings
KD Tools
MacNeil
Plews
SPX OTC
Valvoline

Fluid Power

A Thomas Ind.
Campbell Hausfeld
Champion Pneumatic
Chicago Pneumatic
Dynaquip Controls
Enerpac
Hankison Division/Hansen
Ingersoll Rand

Fluid Power cont...

Rietschle Thomas
Stanley-Bostitch

Pneumatics

Enerpac
Florida Pneumatic
Gast Mfg.
Geib Industries
Norgren Actuator/Cylinder
Reelcraft

HVAC

Adobe Air
Broan-Nutone
Filtration Group
Fostoria
G & O Thermal Supply
GE Appliances
Heatcraft Refrig. Products
Honeywell
Johnson Controls
Madison Mfg.
Marley Engineered Products
Port-A-Cool
Sterling
White Rodgers
York International

Lighting

Cooper Lighting
Fostoria Industries
GE Lighting
Hubbell Lighting
Lithonia - Acuity
Lutron Electronics
Pelican Products
Spectrum Brands

Material Handling

AKRO Mils
Albion
Ashland Conveyor Products
Best Diversified Products
CE Clarke & Son
CM Hoist
Cotterman
Durham Mfg.
Edsal Mfg.
ER Wagner Casters & Mfg.
Folding Guard
Genie
Hallowell
Hamilton Caster
Harrington Hoists
Interlake Material Handling
Intermetro Industries
Intertape Polymer
Jarke
JLG
KI
Lift Rite
Lista
Louisville Ladder
Lyon Workspace Products
Magline
Metzgar Conveyer
Nashville Wire Products
National Partitions
Pro-Line
Rubbermaid Home Products
SAFCO Products
Signode

Southworth Products
Stanley Vidmar
Steel King
Strong Hold Products
T&S Equipment
Tennsco
Tri-Arc
Werner
WESCO

Metalworking

Alemite
CRC Industries
Graymills
Greenfield
Kennametal
LA-CO Industries
Lenox
Loctite
L.S. Starrett
Miller Electric
M.K. Morse
Osborn International
Precision Brand Products
Saint-Gobain
3M
Victor Equipment Thermadyne

Motors

ACME-Miami
A.O. Smith Electrical
Bison Gear & Engineering
Boston Gear
Fasco Industries
GE Commercial Motors
Leeson Electric
Merkle-Korff
Nord Gear
Regal Beloit

Pumps & Plumbing

Acorn Engineering
American Machine Tool
Amtrol
Asco Valve
Chicago Faucet
Cuno
Elkay
FE Meyers
Flint and Walling
Goulds Pumps
Halsey Taylor
In Sink Erator
Just Mfg.
Little Giant Pump
Moen
Parker
Rheem Manufacturing
Sloan Valve
The Berns
Watts Regulator
Wicor
Zoeller

Safety

Air Systems International
Aearo Company
Ansell-Edmont
Bacou-Dalloz/Sperian
Best Manufacturing
Biosystems
Bradley
Brady

Cortina
Dalloz Fall Protection/Miller
DuPont Personal Protection
Eagle
Howard Leight
Industrial Scientific
Justrite
Lab Safety Supply
Miller
Mine Safety Appliances
Mintie Technologies
Moldex
North Safety Products
Perfect Fit Glove
Sellstrom
SPC (Sorbert Products Corp.)
Steel Grip
Survivair
Tiscor
Uvex
Walter Kidde
Wells Lamont
W.H. Salisbury

Security

Alarm Clock
Armstrong Ceiling Tiles
Federal Signal
Garrett
G & K Hardware
Ingersoll Rand Security Technologies
Locknetics
Masterlock
Motorola
Panasonic Security & Digital
Ranger Security Detectors
Speco Technologies
Stanley Hardware
The C.H. Hanson Company

Test Instruments & Precision Measuring

Advance Test/SPX Services
AEMC Instruments
Ashcroft
Bacharach
Dresser
Dwyer
Extech
Fluke Electronics
Megger
Simpson Electric

Tools

Black & Decker
Greenlee Textron Tool
Makita
Milwaukee Electric
MTI Mitutoyo
Ridge Tool
Robert Bosch
WMH Tool Group



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GRAINGER – CALIFORNIA



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Through the Grainger **Rebuilding America®** program, the company provides grants to small businesses in communities that are impacted by disaster and struggling to rebuild. Contributions go to local nonprofit foundations or economic development organizations, which distribute the funds to qualifying small businesses.

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GRAINGER – NEVADA



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GRAINGER – NEW JERSEY



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GRAINGER – NEW YORK



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Exhibit 2

GRAINGER – PENNSYLVANIA



respond when disaster strikes local communities.

Through the Grainger **Rebuilding America®** program, the company provides grants to small businesses in communities that are impacted by disaster and struggling to rebuild. Contributions go to local nonprofit foundations or economic development organizations, which distribute the funds to qualifying small businesses.

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GRAINGER – RHODE ISLAND



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Exhibit 2

GRAINGER – SOUTH CAROLINA



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Exhibit 2

GRAINGER – TEXAS



the Time Comes Program, a volunteer program that trains corporate employees to help the American Red Cross respond in times of disaster. Since its creation in 2001, "Ready When the Time Comes" has led to more than 10,000 employees of 450 organizations in the United States being trained by the Red Cross and ready to respond when disaster strikes local communities.

Through the Grainger **Rebuilding America® program**, the company provides grants to small businesses in communities that are impacted by disaster and struggling to rebuild. Contributions go to local nonprofit foundations or economic development organizations, which distribute the funds to qualifying small businesses.

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Exhibit 2

GRAINGER – UTAH



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GRAINGER – WEST VIRGINIA



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Ben Nichols

Regional Sales Vice President
Southeast Region Government Sales

13 years experience with Grainger

- Regional Sales Vice President (2007 – present)
- Director of Sales (2006 – 2007)
- District Sales Manager (2005 – 2006)
- Government Sales Manager (2000 – 2004)
- Corporate Sales Manager (1999 – 2000)
- Account Manager (1996 – 1999)

Andrew Guzzon

Regional Sales Vice President
Western Region Government Sales

21 years experience with Grainger

- Regional Sales Vice President (2009 – present)
- Director of Sales (2007 – 2009)
- District Sales Manager (2000 – 2006)
- National Account Manager (1997 – 2000)
- Branch Manager (1988 – 1996)

Mike Murphy

Regional Sales Vice President
Government - Federal Sales

17 years experience with Grainger

- Vice President - Federal Government/Healthcare Sales
- Director - Federal Government Sales
- Director - State Government Sales Southeast
- National Government Sales Manager - USPS
- District Sales Manager
- State Government Sales Manager
- Account Manager
- Branch Manager



- 5 years experience with Grainger in Sales Management
- Worked closely with higher education institutions in the US to implement comprehensive MRO contracts

Tony Van Lennep

Director of Sales – Government
Federal Civilian, Healthcare and Homeland Security

10 years experience with Grainger

- Director Government Sales Operations
 - Member of Grainger's Federal Compliance Team
 - Member of Grainger's National Emergency Response Team
- Director Program Launch - Development and Implementation of Corporate Programs
- National Government Sales Manager - Management of Grainger's contracts with the United States Postal Service
- Business Development Manager, Grainger Repair Parts Division
- Sales Manager, Grainger Repair Parts Division
- National Account Manager, Grainger Repair Parts Division

David Joyce

Director - Inside Sales

17 years experience with Grainger

- Director of Inside Sales team - February 2007
- District Sales Manager - 2004
- Senior Government Sales Manager - 2001
- National Account Manager - 1996
- Local Account Manager – 1991
- Successfully negotiated state and local contracts with the State of NY, City of NY and the Port Authority of NY/NJ



Please see "GSM By State" and "GSM by State Abbreviation" tabs

State-Assigned Government and District Sales Managers						
State	State Abbreviation	Title	Name	Phone Number	e-Mail	
Iowa	IA	Government Sales Manager	Ken Marks	309.287.4947	kenneth.marks@grainger.com	
Kansas	KS	Government Sales Manager	Matt Otec	314.749.4204	matt.otec@grainger.com	
Kentucky	KY	Government Sales Manager	Christi Gilligan	513.479.9987	christi.gilligan@grainger.com	
Louisiana	LA	Government Sales Manager	Steve Muh	678.485.5052	steven.muh@grainger.com	
Maine	ME	Government Sales Manager	Kevin Fleury	978.502.5798	kevin.fleury@grainger.com	
Maryland	MD	Government Sales Manager	Shaun Jackson	215.870.1713	shaun.jackson@grainger.com	
Massachusetts	MA	Government Sales Manager	Kevin Fleury	978.502.5798	kevin.fleury@grainger.com	
Michigan	MI	Government Sales Manager	Kari Stoltz	651.491.3442	kari.stoltz@grainger.com	
Minnesota	MN	Government Sales Manager	Kari Stoltz	651.491.3442	kari.stoltz@grainger.com	
Mississippi	MS	Government Sales Manager	Steve Muh	678.485.5052	steven.muh@grainger.com	
Missouri	MO	Government Sales Manager	Matt Otec	314.749.4204	matt.otec@grainger.com	
Montana	MT	Government Sales Manager	Jack Folger	253.241.9696	jack.folger@grainger.com	
Nebraska	NE	Government Sales Manager	Pat Maher	303.946.4541	dale.maher@grainger.com	
Nevada	NV	Government Sales Manager	Alex Rodriguez	520.275.0519	alex.rodriguez@grainger.com	
New Hampshire	NH	Government Sales Manager	Kevin Fleury	978.502.5798	kevin.fleury@grainger.com	
New Jersey	NJ	Government Sales Manager	Dennis Flynn	908.419.1942	dennis.flynn@grainger.com	
New Mexico	NM	Government Sales Manager	Pat Maher	303.946.4541	dale.maher@grainger.com	
New York	NY	Senior Government Sales Manager	Mike DeAngelis	516.351.9302	michael.deangelis@grainger.com	
North Carolina	NC	Senior Government Sales Manager	Rodney Lynn	704.618.5148	rodney.lynn@grainger.com	
North Dakota	ND	Government Sales Manager	Ken Marks	309.287.4947	kenneth.marks@grainger.com	
Ohio	OH	Government Sales Manager	Brandon O'Connor	847.732.7884	brandon.oconnor@grainger.com	
Oklahoma	OK	Government Sales Manager	Matt Otec	314.749.4204	matt.otec@grainger.com	
Oregon	OR	Government Sales Manager	Jack Folger	253.241.9696	jack.folger@grainger.com	
Pennsylvania	PA	Government Sales Manager	Tom Massari	919.201.4303	thomas.massari@grainger.com	
Rhode Island	RI	Government Sales Manager	Kevin Fleury	978.502.5798	kevin.fleury@grainger.com	
South Carolina	SC	Senior Government Sales Manager	Rodney Lynn	704.618.5148	rodney.lynn@grainger.com	
South Dakota	SD	Government Sales Manager	Ken Marks	309.287.4947	kenneth.marks@grainger.com	
Tennessee	TN	Government Sales Manager	Christi Gilligan	513.479.9987	christi.gilligan@grainger.com	
Texas	TX	Government Sales Manager	Tim Sweat	214.274.2331	tim.sweat@grainger.com	
Utah	GA	Government Sales Manager	Alex Rodriguez	520.275.0519	alex.rodriguez@grainger.com	
Vermont	VT	Government Sales Manager	Kevin Fleury	978.502.5798	kevin.fleury@grainger.com	



**National Government
Cooperative Sales Managers
and Support Staff**

Customer Base	Sales Manager	Title	Phone Number	e-Mail	Region
WSCA Dedicated	Doug D'Alessio	Senior Government Sales Manager	415.850.5202	doug.m.d'alessio@grainger.com	United States
Cooperative Agreements	Mike Dietz	Customer Lifecycle Manager	847-559-6130	mike.dietz@grainger.com	United States
Cooperative Agreements	Amy Morantz	National Program Manager	816-256-0940	amy.morantz@grainger.com	United States
Cooperative Agreements	Sonya Holubowski	National Cooperative Program Manager	610.721.6173	sonya.holubowski@grainger.com	United States

State-Assigned Government and District Sales Managers

State	State Abbreviation	Title	Name	Phone Number	e-Mail
Alaska	AK	District Sales Manager	Kurt Smole	907.350.9125	kurt.smole@grainger.com
Alabama	AL	Government Sales Manager	Steve Muh	678.485.5052	steven.muh@grainger.com
Arkansas	AR	Government Sales Manager	Steve Muh	678.485.5052	steven.muh@grainger.com
Arizona	AZ	Government Sales Manager	Jack Folger	253.241.9696	jack.folger@grainger.com
California	CA	Senior Government Sales Manager	Doug D'Alessio (WSCA-dedicated)	415.850.5202	doug.m.d'alessio@grainger.com
California	CA	Government Sales Manager	Saul Alvarado (Los Angeles Area)	310.489.8705	saul.alvarado@grainger.com
California	CA	Government Sales Manager	Joe Kucinski (Southern CA)	856.220.2728	jo.e.t.kucinski@grainger.com
Colorado	CO	Government Sales Manager	Pat Maher	303.946.4541	dale.maher@grainger.com
Connecticut	CT	Government Sales Manager	Kevin Fleury	978.502.5798	kevin.fleury@grainger.com
Washington, DC	DC	Government Sales Manager	Shaun Jackson	215.870.1713	shaun.jackson@grainger.com
Delaware	DE	Government Sales Manager	Dennis Flynn	908.419.1942	dennis.flynn@grainger.com
Florida	FL	Senior Government Sales Manager	Rick Lopez	813.919.9696	rick.lopez@grainger.com
Georgia	GA	Senior Government Sales Manager	Rodney Lynn	704.618.5148	rodnev.lynn@grainger.com
Utah	GA	Government Sales Manager	Alex Rodriguez	520.275.0519	alex.rodriguez@grainger.com
Hawaii	HI	District Sales Manager	Kevin Vegas	808.216.4777	kevin.vegas@grainger.com
Iowa	IA	Government Sales Manager	Ken Marks	309.287.4947	kenneth.marks@grainger.com
Idaho	ID	Government Sales Manager	Jack Folger	253.241.9696	jack.folger@grainger.com
Illinois	IL	Government Sales Manager	Brandon O'Connor	847.732.7884	brandon.o.connor@grainger.com

EXHIBIT 3 (TAB 3)

State Assigned Government and District Sales Managers						
State	State Abbreviation	Title	Name	Phone Number	e-Mail	
Washington	WA	Government Sales Manager	Jack Folger	253.241.9696	jack.folger@grainger.com	
Wisconsin	WI	Government Sales Manager	Kari Stoltz	651.481.3442	kari.stoltz@grainger.com	
West Virginia	WV	Government Sales Manager	Tom Massari	919.201.4303	thomas.massari@grainger.com	
Wyoming	WY	Government Sales Manager	Pat Maher	303.846.4541	dale.maher@grainger.com	

Topic	Supplier	Estimated Savings
Eye, Face & Head Protection: Assist you with your workplace hazard assessments, qualifying the specific product solution. Samples are provided allowing users to check proper fit and application.	MSA, Aearo, Sperian, North Safety	\$500/assessment
Eyewash Station Analysis: An evaluation designed to assist the customer with regulatory compliance of the proper operation and locations of eyewash stations.	Sperian	\$500/survey
Fall Protection: Survey to determine fall hazards and address solutions.	Miller by Sperian	\$500/survey
Fire Stop Training Program: Educates users on general firestopping information and provides supplier specific training on UL classified systems.	3M, STI	\$500/session
First Aid: Assist customers with establishing a first aid program, understanding regulations, and meeting ANSI fill requirements.	North Safety	\$500/assessment
Food Processing Hand Hygiene Training: Teach employees proper hand hygiene in order to maintain high quality and limit cross contamination. Includes language neutral DVD, visual clues, and trainer's guide.	GoJo	\$400/session
Footwear Assessment: Assist customers with workplace assessments, qualifying the specific product solution. Samples are provided so users can determine proper fit and application.	North Safety	\$500/assessment
Fuses & Power Distribution: Seminars tailored to specific customer requirements in the proper application of fuses in order to protect electrical equipment and power distribution systems.	Cooper-Bussman	\$50-\$75/person
Gas Detection: Training on how to use gas detection products, including calibrating the equipment.	MSA, Sperian Instrumentation	\$500/session
Hand Hygiene Needs Analysis: An evaluation of a facility's skin risks, irritants, and worker behavior in order to determine their impact on an effective hand regimen.	GoJo	\$250/needs analysis
Hand Protection & Glove Analysis: An evaluation of the glove program to determine proper selection and use, as well as identify cost savings. Samples are also provided, allowing users to ensure proper fit and application.	Best, Ansell, Sperian, Wells Lamont, North Safety	\$25/person
Hazardous/Flammable Liquid Handling & Storage: Audit of hazardous/flammable storage, use and handling.	Justrite STUDE, Eagle CLAWS	\$500/audit
Hearing Conservation: Training program designed to assist the customer in becoming compliant with OSHA Standard 29CFR1910.95 as well as instruction on the importance of proper use of hearing protection devices.	EAR, Howard Leight by Sperian, 3M	\$300/session

Exhibit 7

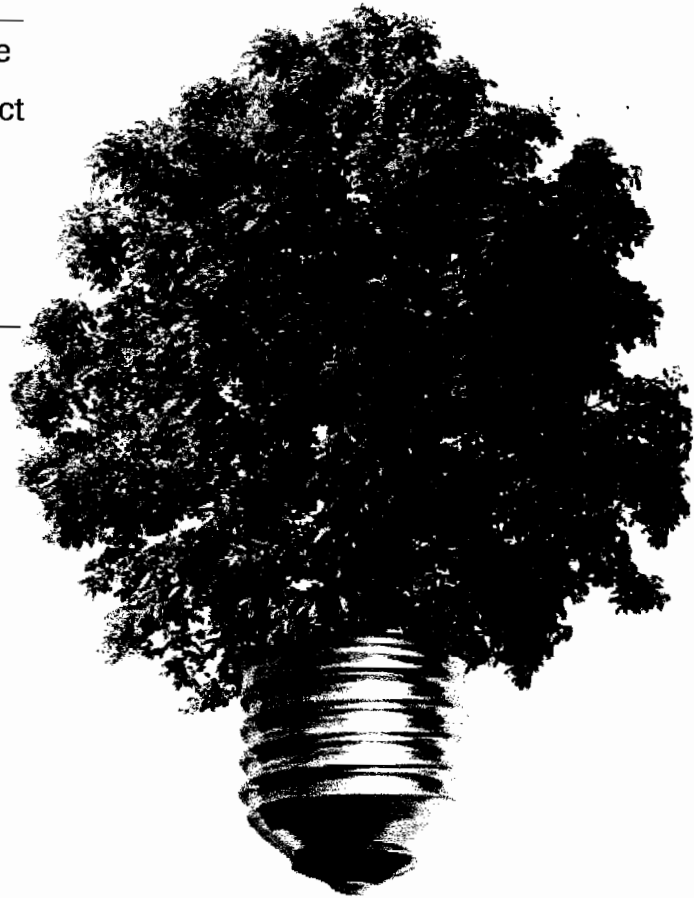
2009-2010

GREEN

PRODUCTS CATALOG



Save on utility costs, help increase productivity, and reduce the impact on the environment. Get started today with over 2,600 "green" products from Grainger—INSIDE.



ENERGY CLEANING WASTE REDUCTION WATER

GRAINGER
FOR THE ONES WHO GET IT DONE

**MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING**

The management of W.W. Grainger, Inc. (Grainger) is responsible for establishing and maintaining adequate internal control over financial reporting. Grainger's internal control system was designed to provide reasonable assurance to Grainger's management and Board of Directors regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements under all potential conditions. Therefore, effective internal control over financial reporting provides only reasonable, and not absolute, assurance with respect to the preparation and presentation of financial statements.

Grainger's management assessed the effectiveness of Grainger's internal control over financial reporting as of December 31, 2009, based on the framework set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control – Integrated Framework. Based on its assessment under that framework and the criteria established therein, Grainger's management concluded that Grainger's internal control over financial reporting was effective as of December 31, 2009.

Ernst & Young LLP, an independent registered public accounting firm, has audited Grainger's internal control over financial reporting as of December 31, 2009, as stated in their report which is included herein.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
W.W. Grainger, Inc.

We have audited the accompanying consolidated balance sheets of W.W. Grainger, Inc. and subsidiaries as of December 31, 2009, 2008, and 2007, and the related consolidated statements of earnings, comprehensive earnings, shareholders' equity, and cash flows for each of the three years in the period ended December 31, 2009. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of W.W. Grainger, Inc. and subsidiaries at December 31, 2009, 2008 and 2007, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2009, in conformity with U.S. generally accepted accounting principles.

As described in Note 16 to the consolidated financial statements, effective January 1, 2007, the Company changed its method of accounting for uncertain tax positions to conform with ASC 740.

As described in Note 17 to the consolidated financial statements, effective January 1, 2009, the Company changed its method of computing earnings per share to the two-class method from the treasury stock method to conform with ASC 260.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), W.W. Grainger, Inc.'s internal control over financial reporting as of December 31, 2009, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 25, 2010, expressed an unqualified opinion thereon.

Ernst & Young LLP

Chicago, Illinois
February 25, 2010

W.W. Grainger, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE EARNINGS

(In thousands of dollars)

	For the Years Ended December 31,		
	2009	2008	2007
Net earnings	\$430,772	\$475,355	\$420,120
Other comprehensive earnings (losses):			
Foreign currency translation adjustments, net of tax (expense) benefit of \$(7,813), \$11,454 and \$(9,279), respectively	54,693	(79,287)	53,545
Reclassification of cumulative currency translation gain....	(3,145)	—	—
Defined postretirement benefit plan:			
Prior service (cost) credit arising during period	(8,715)	—	9,433
Amortization of prior service credit.....	(1,215)	(1,215)	(437)
Amortization of transition asset.....	(143)	(143)	(143)
Net gain (loss) arising during period	3,402	(49,872)	11,620
Amortization of unrecognized losses.....	4,135	1,312	2,094
Income tax benefit (expense)	984	19,368	(8,756)
Net defined postretirement benefit plan adjustments	(1,552)	(30,550)	13,811
Gain (loss) on other employment-related benefit plans, net of tax benefit (expense) of \$205, \$544 and \$(878), respectively.....	(554)	(859)	1,384
Total other comprehensive earnings (losses).....	49,442	(110,696)	68,740
Comprehensive earnings, net of tax	480,214	364,659	488,860
Comprehensive earnings attributable to noncontrolling interest:			
Net earnings	(306)	—	—
Foreign currency translation adjustments	1,457	—	—
Comprehensive earnings attributable to W.W. Grainger, Inc.	<u>\$481,365</u>	<u>\$364,659</u>	<u>\$488,860</u>

The accompanying notes are an integral part of these financial statements.

W.W. Grainger, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS – CONTINUED

(In thousands of dollars, except for per share amounts)

LIABILITIES AND SHAREHOLDERS' EQUITY	As of December 31,		
	2009	2008	2007
CURRENT LIABILITIES			
Short-term debt.....	\$ 34,780	\$ 19,960	\$ 102,060
Current maturities of long-term debt.....	53,128	21,257	4,590
Trade accounts payable.....	300,791	290,802	297,929
Accrued compensation and benefits.....	135,323	162,380	182,275
Accrued contributions to employees' profit sharing plans.....	121,895	146,922	126,483
Accrued expenses.....	124,150	118,633	102,607
Income taxes payable.....	6,732	1,780	10,459
Total current liabilities.....	<u>776,799</u>	<u>761,734</u>	<u>826,403</u>
LONG-TERM DEBT (less current maturities).....	437,500	488,228	4,895
DEFERRED INCOME TAXES AND TAX UNCERTAINTIES.....	62,215	33,219	20,727
ACCRUED EMPLOYMENT-RELATED BENEFITS COSTS.....	222,619	198,431	143,895
SHAREHOLDERS' EQUITY			
Cumulative Preferred Stock – \$5 par value – 12,000,000 shares authorized; none issued nor outstanding.....	—	—	—
Common Stock – \$0.50 par value – 300,000,000 shares authorized; 109,659,219 shares issued.....	54,830	54,830	54,830
Additional contributed capital.....	596,358	564,728	475,350
Retained earnings.....	3,966,508	3,670,726	3,316,875
Accumulated other comprehensive earnings (losses).....	12,374	(38,525)	72,171
Treasury stock, at cost – 37,382,703, 34,878,190 and 30,199,804 shares, respectively.....	(2,466,350)	(2,217,954)	(1,821,118)
Total W.W. Grainger, Inc. shareholders' equity.....	<u>2,163,720</u>	<u>2,033,805</u>	<u>2,098,108</u>
Noncontrolling interest.....	63,479	—	—
Total shareholders' equity.....	<u>2,227,199</u>	<u>2,033,805</u>	<u>2,098,108</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY.....	<u>\$3,726,332</u>	<u>\$3,515,417</u>	<u>\$3,094,028</u>

The accompanying notes are an integral part of these financial statements.

W.W. Grainger, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS – CONTINUED

(In thousands of dollars)

	For the Years Ended December 31,		
	2009	2008	2007
CASH FLOWS FROM FINANCING ACTIVITIES:			
Net (decrease) increase in commercial paper	\$ —	\$ (95,947)	\$ 95,947
Borrowings under line of credit.....	46,125	29,959	14,107
Payments against line of credit.....	(43,583)	(15,437)	(7,751)
Proceeds from issuance of long-term debt	—	500,000	—
Payments of long-term debt	(18,856)	—	—
Proceeds from stock options exercised	91,165	46,833	113,500
Excess tax benefits from stock-based compensation.....	19,030	13,533	30,696
Purchase of treasury stock	(372,727)	(394,247)	(647,293)
Cash dividends paid.....	(134,684)	(121,504)	(113,093)
Net cash used in financing activities	(413,530)	(36,810)	(513,887)
Exchange rate effect on cash and cash equivalents	7,278	(7,768)	6,935
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	63,581	282,853	(235,034)
Cash and cash equivalents at beginning of year	396,290	113,437	348,471
Cash and cash equivalents at end of year	<u>\$ 459,871</u>	<u>\$ 396,290</u>	<u>\$ 113,437</u>
Supplemental cash flow information:			
Cash payments for interest (net of amounts capitalized)	\$ 8,766	\$ 14,508	\$ 4,409
Cash payments for income taxes	235,043	306,960	244,541
Noncash investing activities:			
Fair value of noncash assets acquired in business acquisitions	\$ 324,913	\$ 41,068	\$ 5,039
Liabilities assumed in business acquisitions.....	(75,530)	(6,778)	(341)

The accompanying notes are an integral part of these financial statements.

W.W. Grainger, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY – CONTINUED

(In thousands of dollars, except for per share amounts)

	W.W. Grainger, Inc. Shareholders' Equity					
	Common Stock	Additional Contributed Capital	Retained Earnings	Accumulated Other Comprehensive Earnings (Losses)	Treasury Stock	Noncontrolling Interest
Balance at December 31, 2008	\$54,830	\$564,728	\$3,670,726	\$ (38,525)	\$(2,217,954)	\$ —
Exercise of stock options	—	(15,614)	—	—	106,255	96
Tax benefits on stock-based compensation awards	—	21,924	—	—	—	—
Stock option expense	—	16,100	—	—	—	98
Amortization of other stock-based compensation awards	—	24,307	—	—	—	—
Vesting of restricted stock	—	—	—	—	(926)	—
Settlement of other stock-based compensation awards	—	(15,087)	—	—	8,525	—
Purchase of treasury stock	—	—	—	—	(362,250)	—
Net earnings	—	—	430,466	—	—	306
Other comprehensive earnings	—	—	—	50,899	—	(1,457)
Cash dividends paid (\$1.78 per share)	—	—	(134,684)	—	—	—
Change in subsidiary ownership	—	—	—	—	—	64,436
Balance at December 31, 2009	<u>\$54,830</u>	<u>\$596,358</u>	<u>\$3,966,508</u>	<u>\$ 12,374</u>	<u>\$(2,466,350)</u>	<u>\$ 63,479</u>

The accompanying notes are an integral part of these financial statements.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
W.W. Grainger, Inc.
Nevada Contract Number: 1862
(Hereinafter "Contractor")
And
[Insert name of participating entity]
(Hereinafter "Participating State")

Page 1 of 4

1. Scope: This addendum covers the WSCA Facilities MRO Contracts lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

The award to contractor in Master Price Agreement 1862 is for all categories and for all states (entities) authorized to use Master Price Agreement 1862.

2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Price Agreement:
(These modifications or additions apply only to actions and relationships within the executing Participating State.)
(Replace this with specific changes or a statement that No Changes Are Required)

4. Lease Agreements:
Lease Agreements Are NOT Authorized By This Contract

5. Primary Contacts: The primary government contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name: Gail Burchett
Address: Nevada Department of Administration, Purchasing Division,
515 E. Musser Street, 3rd Floor, Carson City, NV 89701
Telephone: (775) 684-0172
Fax: (775) 684-0188
E-mail: gburchet@purchasing.state.nv.us

Contractor

Name: Doug D'Alessio, Senior Government Sales Manager
Address: W. W. Grainger, Inc., 100 Grainger Parkway
Lake Forest, IL 60045
Telephone: (916) 503-0229
Fax: (916) 471-0515

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
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Nevada Contract Number: 1862
(Hereinafter "Contractor")
And
[Insert name of participating entity]
(Hereinafter "Participating State")

Page 2 of 4

E-mail: Doug.M.D'Alessio@grainger.com

Participating State (Entity)

Name: *Boone County Missouri - Purchasing Dept.*
Address: *613 E. Ash, Room 110, Columbia, Mo 65201*
Telephone: *573-886-4392*
Fax: *573-886-4390*
E-mail: *mbobbit@boonecounty.mo.org*

6. Subcontractors:

NO servicing subcontractors are permitted under this contract.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [insert appropriate number] and the Lead State price agreement number: 1862.

This Participating Addendum and the Master Price Agreement number 1862 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
 Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
W.W. Grainger, Inc.
 Nevada Contract Number: 1862
 (Hereinafter "Contractor")
 And
 [Insert name of participating entity]
 (Hereinafter "Participating State")

Page 3 of 4

payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.


9. Administrative Fee/Rebate: Acceptance ? Yes No

Grainger will provide a 1% Base Administrative Fee to any Participating State that indicates its acceptance of the Fee by checking yes in the above box. The 1% Fee shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the Price Agreement, less any freight, taxes, returns, credits or adjustments.

10. Single Award Administrative Fee/Rebate: Acceptance? Yes No

To the extent that Participating State issues Grainger a single, exclusive, sole award to provide maintenance, repair and operating ("MRO") products as set forth in the Price Agreement, Grainger will provide the Participating State with an additional 2% Single Award Administrative Fee, such Fee to be paid quarterly, 45 days after the close of the quarter, on all purchases under the Price Agreement (in that State) less any freight, taxes, returns, credits or other adjustments. As part of the Single Award offer Grainger will also provide the State with a Market Basket of 100 critical items for the State that will be aggressively priced ("Customized Market Basket"). Participating State will be eligible for such Single Award Administrative Fee and the Customized Market Basket for so long as Grainger is the sole provider of MRO products to the State. To the extent that the Participating State issues other contracts covering MRO products, Grainger has the right to terminate providing the Single Award Administrative Fee of 2% and Customized Market Basket. Please indicate your acceptance of the Single Award terms and conditions and the Fee by checking the box above.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity: Boone County - Missouri	Contractor:
By: 	By:
Name: DANIEL K. ATWILL	Name:
Title: PRESIDING COMMISSIONER	Title:
Date: 4-23-13	Date:

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
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W.W. Grainger, Inc.
Nevada Contract Number: 1862
(Hereinafter "Contractor")
And
[Insert name of participating entity]
(Hereinafter "Participating State")

192-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 23rd day of April 20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 15-21MAR13 – Guardrail New Installation and Repair Term & Supply to Collins & Hermann, Inc. of Kansas City, KS and James H. Drew Corporation of Sedalia, MO based on the lowest price received per each work order. The terms of the agreement are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

Done this 23rd day of April, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: April 16, 2013
RE: 15-21MAR13 – Guardrail New Installation and Repair Term & Supply

15-21MAR13 – Guardrail New Installation and Repair Term & Supply opened on March 21, 2013. Two bids were received and Public Works recommends a multi-vendor award to Collins & Hermann, Inc. of Kansas City, KS and James H. Drew Corporation of Sedalia, MO. Collins & Hermann, Inc. submitted the lowest cost bid response, however due to their submission of a \$3,250 per work order mobilization fee, Public Works shall request a quote prior to each work order in an effort to clarify the mobilization fee and receive the best and lowest price for Boone County.

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, account 71100 – Outside Services. \$10,000.00 was budgeted for this contract in 2013.

ATT: Bid Tabulation

cc: Chet Dunn, Public Works
Bid File

BID TABULATION 15.
21MAR13 - Guard Rail New
Installation and Repair Term
and Supply

Item #	Collins & Hermann			James H Drew Corporation		
	Description	Qty	Unit Price	Description	Qty	Unit Price
4.11.1.	Mobilization-Each Work Order	1	\$3,250.00	Mobilization-Each Work Order	1	\$475.00
Type A Guardrail						
4.11.2.	12.5 Foot Beam	1	\$50.00	12.5 Foot Beam	1	\$95.00
4.11.3.	Repair - Remove and Replace 12.5 Foot Beam	1	\$50.00	Repair - Remove and Replace 12.5 Foot Beam	1	\$135.00
4.11.4.	New Installation - 12.5 Foot Radius Beam, Concave or Convex	1	\$85.00	New Installation - 12.5 Foot Radius Beam, Concave or Convex	1	\$185.00
4.11.5.	Repair - Remove and Replace 12.5 Foot Radius Beam, Concave or Convex	1	\$85.00	Repair - Remove and Replace 12.5 Foot Radius Beam, Concave or Convex	1	\$225.00
4.11.6.	New Installation - 6-foot Steel Post	1	\$35.00	New Installation - 6-foot Steel Post	1	\$50.00
4.11.7.	Repair - Remove and Replace 6-foot Steel Post	1	\$35.00	Repair - Remove and Replace 6-foot Steel Post	1	\$75.00
4.11.8.	New Installation - 9-foot Steel Post	1	\$50.00	New Installation - 9-foot Steel Post	1	\$73.00
4.11.9.	Repair - Remove and Replace 9-foot Steel Post	1	\$50.00	Repair - Remove and Replace 9-foot Steel Post	1	\$100.00
4.11.10.	New Installation - 6-foot Wood Post	1	\$35.00	New Installation - 6-foot Wood Post	1	\$75.00
4.11.11.	Repair - Remove and Replace 6-foot Wood Post	1	\$35.00	Repair - Remove and Replace 6-foot Wood Post	1	\$95.00
4.11.12.	Repair - Realign and Use Existing Post	1	\$0.00	Repair - Realign and Use Existing Post	1	\$14.00
4.11.13.	New Installation - 8-inch x 6-inch x 14-inch Wood Block	1	\$6.00	New Installation - 8-inch x 6-inch x 14-inch Wood Block	1	\$16.00
4.11.14.	Repair - Remove and Replace 8-inch x 6-inch x 14-inch Wood Block	1	\$6.00	Repair - Remove and Replace 8-inch x 6-inch x 14-inch Wood Block	1	\$20.00

4.11.15.	New Installation – End Section	1	\$20.00	New Installation – End Section	1	\$40.00
4.11.16.	Repair - Remove and Replace End Section	1	\$20.00	Repair - Remove and Replace End Section	1	\$45.00
4.11.17.	New Installation – Terminal Connector	1	\$50.00	New Installation – Terminal Connector	1	\$60.00
4.11.18.	Repair - Remove and Replace Terminal Connector	1	\$50.00	Repair - Remove and Replace Terminal Connector	1	\$80.00
4.11.19.	New Installation – Install Post in Solid Rock or Through Concrete	1	\$125.00	New Installation – Install Post in Solid Rock or Through Concrete	1	\$120.00
4.11.20.	Repair - Install Post in Solid Rock or Through Concrete	1	\$125.00	Repair - Install Post in Solid Rock or Through Concrete	1	\$155.00

Type E Guardrail

4.11.21.	New Installation – 12.5-foot Thrie Beam Rail	1	\$80.00	New Installation – 12.5-foot Thrie Beam Rail	1	\$148.00
4.11.22.	Repair - Remove and Replace 12.5-foot Thrie Beam Rail	1	\$80.00	Repair - Remove and Replace 12.5-foot Thrie Beam Rail	1	\$168.00
4.11.23.	New Installation – 6-foot Steel Post	1	\$35.00	New Installation – 6-foot Steel Post	1	\$50.00
4.11.24.	Repair - Remove and Replace 6-foot Steel Post	1	\$35.00	Repair - Remove and Replace 6-foot Steel Post	1	\$75.00
4.11.25.	New Installation – 9-foot Steel Post	1	\$50.00	New Installation – 9-foot Steel Post	1	\$73.00
4.11.26.	Repair - Remove and Replace 9-foot Steel Post	1	\$50.00	Repair - Remove and Replace 9-foot Steel Post	1	\$100.00
4.11.27.	New Installation – 6-foot Wood Post	1	\$35.00	New Installation – 6-foot Wood Post	1	\$75.00
4.11.28.	Repair - Remove and Replace 6-foot Wood Post	1	\$35.00	Repair - Remove and Replace 6-foot Wood Post	1	\$95.00
4.11.29.	Repair - Realign and Use Existing Post	1	\$0.00	Repair - Realign and Use Existing Post	1	\$14.00
4.11.30.	New Installation – 8-inch x 6-inch x 21-inch Wood Block	1	\$10.00	New Installation – 8-inch x 6-inch x 21-inch Wood Block	1	\$25.00
4.11.31.	Repair - Remove and Replace 8-inch x 6-inch x 21-inch Wood Block	1	\$10.00	Repair - Remove and Replace 8-inch x 6-inch x 21-inch Wood Block	1	\$30.00

Type E Guardrail (continued)

4.11.32.	New Installation – Thrie Beam Terminal Connector	1	\$40.00	New Installation – Thrie Beam Terminal Connector	1	\$85.00
4.11.33.	Repair - Remove and Replace Thrie Beam Terminal Connector	1	\$40.00	Repair - Remove and Replace Thrie Beam Terminal Connector	1	\$95.00
4.11.34.	New Installation – Install Post in Solid Rock or Through Concrete	1	\$125.00	New Installation – Install Post in Solid Rock or Through Concrete	1	\$120.00
4.11.35.	Repair - Install Post in Solid Rock or Through Concrete	1	\$125.00	Repair - Install Post in Solid Rock or Through Concrete	1	\$155.00

End Terminal

4.11.36.	New Installation – Type A Crashworthy End Terminal	1	\$1,800.00	New Installation – Type A Crashworthy End Terminal	1	\$2,200.00
4.11.37.	Repair - Remove and Replace Type A Crashworthy End Terminal	1	\$1,800.00	Repair - Remove and Replace Type A Crashworthy End Terminal	1	\$2,375.00
4.11.38.	New Installation – Type A Flared Crashworthy End Terminal	1	\$1,800.00	New Installation – Type A Flared Crashworthy End Terminal	1	\$2,150.00
4.11.39.	Repair - Remove and Replace Type A Flared Crashworthy End Terminal	1	\$1,800.00	Repair - Remove and Replace Type A Flared Crashworthy End Terminal	1	\$2,300.00
4.11.40.	New Installation – Type B Crashworthy End Terminal	1	\$2,495.00	New Installation – Type B Crashworthy End Terminal	1	\$4,030.00
4.11.41.	Repair - Remove and Replace Type B Crashworthy End Terminal	1	\$2,495.00	Repair - Remove and Replace Type B Crashworthy End Terminal	1	\$4,200.00
4.11.42.	New Installation – Type C Crashworthy End Terminal	1	\$20,000.00	New Installation – Type C Crashworthy End Terminal	1	\$14,000.00
4.11.43.	Repair - Remove and Replace Type C Crashworthy End Terminal	1	\$13,000.00	Repair - Remove and Replace Type C Crashworthy End Terminal	1	\$14,685.00
4.11.44.	Repair - Miscellaneous Type B or C Terminal Removal	1	\$250.00	Repair - Miscellaneous Type B or C Terminal Removal	1	\$1,850.00
4.11.45.	New Installation – Type W Beam End Section	1	\$20.00	New Installation – Type W Beam End Section	1	\$40.00
4.11.46.	Repair - Remove and Replace Type W Beam End Section	1	\$20.00	Repair - Remove and Replace Type W Beam End Section	1	\$45.00

Anchor						
4.11.47.	New Installation – End Anchor	1	\$410.00	New Installation – End Anchor	1	\$775.00
4.11.48.	Repair - Remove and Replace End Anchor	1	\$410.00	Repair - Remove and Replace End Anchor	1	\$845.00
4.11.49.	New Installation – Embedded Guardrail Anchor	1	\$1,200.00	New Installation – Embedded Guardrail Anchor	1	\$1,390.00
4.11.50.	Repair - Remove and Replace Embedded Guardrail Anchor	1	\$1,200.00	Repair - Remove and Replace Embedded Guardrail Anchor	1	\$1,565.00
4.11.51.	New Installation – Rock Face Guardrail Anchor	1	\$500.00	New Installation – Rock Face Guardrail Anchor	1	\$670.00
4.11.52.	Repair - Remove and Replace Rock Face Guardrail Anchor	1	\$500.00	Repair - Remove and Replace Rock Face Guardrail Anchor	1	\$820.00
4.11.53.	New Installation – Thrie Beam Bridge Anchor Section	1	\$800.00	New Installation – Thrie Beam Bridge Anchor Section	1	\$1,615.00
4.11.54.	Repair - Remove and Replace Thrie Beam Bridge Anchor Section	1	\$800.00	Repair - Remove and Replace Thrie Beam Bridge Anchor Section	1	\$1,760.00
Transition Section						
4.11.55.	New Installation – Transition Section	1	\$150.00	New Installation – Transition Section	1	\$370.00
4.11.56.	Repair - Remove and Replace Transition Section	1	\$150.00	Repair - Remove and Replace Transition Section	1	\$450.00
4.11.57.	New Installation – 6-foot Post	1	\$35.00	New Installation – 6-foot Post	1	\$53.00
4.11.58.	Repair - Remove and Replace 6-foot Post	1	\$35.00	Repair - Remove and Replace 6-foot Post	1	\$78.00
4.11.59.	New Installation – 9-foot Post	1	\$50.00	New Installation – 9-foot Post	1	\$73.00
4.11.60.	Repair - Remove and Replace 9-foot Post	1	\$50.00	Repair - Remove and Replace 9-foot Post	1	\$100.00

ET 2000

4.11.61.	New Installation – 6-inch x 8-inch x 72- inch Wood Post 1-4	1	\$35.00	New Installation – 6-inch x 8-inch x 72- inch Wood Post 1-4	1	\$70.00
4.11.62.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 1-4	1	\$35.00	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 1-4	1	\$90.00
4.11.63.	New Installation – 6-inch x 8-inch x 72- inch Wood Post 5-8	1	\$35.00	New Installation – 6-inch x 8-inch x 72- inch Wood Post 5-8	1	\$75.00
4.11.64.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 5-8	1	\$35.00	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 5-8	1	\$95.00
4.11.65.	New Installation – 6-inch x 8-inch x 14- inch Wood Block	1	\$6.00	New Installation – 6-inch x 8-inch x 14- inch Wood Block	1	\$18.50
4.11.66.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	1	\$6.00	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	1	\$22.50
4.11.67.	New Installation – 25-foot Deep Beam Rail	1	\$350.00	New Installation – 25-foot Deep Beam Rail	1	\$180.00
4.11.68.	Repair - Remove and Replace 25-foot Deep Beam Rail	1	\$350.00	Repair - Remove and Replace 25-foot Deep Beam Rail	1	\$220.00
4.11.69.	New Installation – Steel Foundation Tube with Soil Plate	1	\$110.00	New Installation – Steel Foundation Tube with Soil Plate	1	\$200.00
4.11.70.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	1	\$110.00	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	1	\$240.00
4.11.71.	New Installation – 25-foot Deep Beam Rail Punched for Extruder	1	350.00	New Installation – 25-foot Deep Beam Rail Punched for Extruder	1	\$285.00
4.11.72.	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	1	350.00	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	1	\$325.00
4.11.73.	New Installation – New Guardrail Extruder	1	550.00	New Installation – New Guardrail Extruder	1	\$665.00
4.11.74.	Repair - Remove and Replace with a New Guardrail Extruder	1	550.00	Repair - Remove and Replace with a New Guardrail Extruder	1	\$705.00
4.11.75.	Repair - Remove and Replace with a Used Guardrail Extruder	1	100.00	Repair - Remove and Replace with a Used Guardrail Extruder	1	\$135.00

4.11.76.	New Installation – Offset Strut	1	40.00	New Installation – Offset Strut	1	\$72.00
4.11.77.	Repair - Remove and Replace Offset Strut	1	40.00	Repair - Remove and Replace Offset Strut	1	\$92.00
4.11.78.	New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	210.00	New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	\$155.00
4.11.79.	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	210.00	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	\$175.00
BEST						
4.11.80.	New Installation – 6-inch x 8-inch x 45- inch Wood Post 1-2	1	\$30.00	New Installation – 6-inch x 8-inch x 45- inch Wood Post 1-2	1	\$110.00
4.11.81.	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	1	\$30.00	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	1	\$150.00
4.11.82.	New Installation – 6-inch x 8-inch x 72- inch Wood Post 3-7	1	\$40.00	New Installation – 6-inch x 8-inch x 72- inch Wood Post 3-7	1	\$75.00
4.11.83.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-7	1	\$40.00	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-7	1	\$95.00
4.11.84.	New Installation – 6-inch x 8-inch x 14- inch Wood Block	1	\$6.00	New Installation – 6-inch x 8-inch x 14- inch Wood Block	1	\$18.50
4.11.85.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	1	\$6.00	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	1	\$22.50
4.11.86.	New Installation – 25-foot Deep Beam Rail	1	\$350.00	New Installation – 25-foot Deep Beam Rail	1	\$180.00
4.11.87.	Repair - Remove and Replace 25-foot Deep Beam Rail	1	\$350.00	Repair - Remove and Replace 25-foot Deep Beam Rail	1	\$220.00

BEST (continued)

4.11.88.	New Installation – 25-foot Deep Beam Rail Punched for Extruder	1	\$350.00	New Installation – 25-foot Deep Beam Rail Punched for Extruder	1	\$245.00
4.11.89.	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	1	\$350.00	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	1	\$285.00
4.11.90.	New Installation – Impact Head	1	\$550.00	New Installation – Impact Head	1	\$875.00
4.11.91.	Repair - Remove and Replace a new Impact Head	1	\$550.00	Repair - Remove and Replace a new Impact Head	1	\$915.00
4.11.92.	New Installation – Groundline Strut	1	\$40.00	New Installation – Groundline Strut	1	\$90.00
4.11.93.	Repair - Remove and Replace Groundline Strut	1	\$40.00	Repair - Remove and Replace Groundline Strut	1	\$110.00
4.11.94.	New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	\$210.00	New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	\$540.00
4.11.95.	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	\$210.00	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	\$560.00
4.11.96.	New Installation – Steel Foundation Tube with Soil Plate	1	\$110.00	New Installation – Steel Foundation Tube with Soil Plate	1	\$200.00
4.11.97.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	1	\$110.00	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	1	\$240.00
Miscellaneous						
4.11.98.	New Installation – Object Marker (OM12-1V)	1	\$50.00	New Installation – Object Marker (OM12-1V)	1	\$24.00
4.11.99.	Repair - Remove and Replace Object Marker (OM12-1V)	1	\$50.00	Repair - Remove and Replace Object Marker (OM12-1V)	1	\$24.00

SRT-350

4.11.100.	New Installation – 6-inch x 8-inch x 45- inch Wood Post 1-2	1	\$30.00	New Installation – 6-inch x 8-inch x 45- inch Wood Post 1-2	1	\$110.00
4.11.101.	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	1	\$30.00	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	1	\$150.00
4.11.102.	New Installation – 6-inch x 8-inch x 72- inch Wood Post 3-9	1	\$35.00	New Installation – 6-inch x 8-inch x 72- inch Wood Post 3-9	1	\$75.00
4.11.103.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-9	1	\$35.00	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-9	1	\$95.00
4.11.104.	New Installation – 6-inch x 8-inch x 14- inch Wood Block	1	\$6.00	New Installation – 6-inch x 8-inch x 14- inch Wood Block	1	\$18.50
4.11.105.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	1	\$6.00	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	1	\$22.50
4.11.106.	New Installation – Strut Assembly	1	\$40.00	New Installation – Strut Assembly	1	\$90.00
4.11.107.	Repair - Remove and Replace Strut Assembly	1	\$40.00	Repair - Remove and Replace Strut Assembly	1	\$110.00
4.11.108.	New Installation – First Slotted 12.5- foot Guardrail Panel	1	\$100.00	New Installation – First Slotted 12.5- foot Guardrail Panel	1	\$150.00
4.11.109.	Repair - Remove and Replace First Slotted 12.5-foot Guardrail Panel	1	\$100.00	Repair - Remove and Replace First Slotted 12.5-foot Guardrail Panel	1	\$190.00
4.11.110.	New Installation – Second Slotted 12.5- foot Guardrail Panel	1	\$100.00	New Installation – Second Slotted 12.5- foot Guardrail Panel	1	\$140.00
4.11.111.	Repair - Remove and Replace Second Slotted 12.5-foot Guardrail Panel	1	\$100.00	Repair - Remove and Replace Second Slotted 12.5-foot Guardrail Panel	1	\$180.00
4.11.112.	New Installation – Barrier End Nose Piece	1	\$50.00	New Installation – Barrier End Nose Piece	1	\$130.00
4.11.113.	Repair - Remove and Replace Barrier End Nose Piece	1	\$50.00	Repair - Remove and Replace Barrier End Nose Piece	1	\$164.00
4.11.114.	New Installation – Steel Foundation Tube with Soil Plate	1	\$110.00	New Installation – Steel Foundation Tube with Soil Plate	1	\$200.00

SRT-350 (continued)

4.11.115.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	1	\$110.00	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	1	\$240.00
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Terminal End Marker

4.11.116.	New Installation – Type III Black and Yellow Object Marker on End Terminal	1	\$50.00	New Installation – Type III Black and Yellow Object Marker on End Terminal	1	\$33.00
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4.11.117.	Repair - Install Type III Black and Yellow Object Marker on End Terminal	1	\$50.00	Repair - Install Type III Black and Yellow Object Marker on End Terminal	1	\$33.00
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Grand Total			\$64,668.00			\$72,810.00
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Experience Sheet			Y			Y
1st Renewal Period Increase			4%			2%
2nd Renewal Period Increase			5%			4%
Coop?			Y			Y

**PURCHASE AGREEMENT
FOR
GUARDRAIL NEW INSTALLATION AND REPAIR TERM AND SUPPLY**

THIS AGREEMENT dated the 23RD day of April 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Collins & Hermann, Inc.**, 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, the County of Boone Request for Bid for **Guardrail New Installation and Repair**, bid number **15-21MAR13**, any applicable addenda, Work Authorization Certification, Certification Regarding Debarment, OSHA Affidavit, Prevailing Wage Affidavit, Boone County Standard Terms and Conditions and the Contractor's bid response dated **March 14, 2013** and executed by **Ron Campbell** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date of award and continue through **December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an **additional two (2) six-month periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to complete all work described in each work order within 10 calendar days of the notice to proceed date. The Contractor will be entitled to an extension of contract time because of unsuitable weather conditions when authorized in writing by the County.

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

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

7. **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.

8. **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.

COLLINS & HERMANN, INC.

BOONE COUNTY, MISSOURI

by: Boone County Commission

by *Ron Langford*

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

title VP KC Operations

address 23141 State Line Rd

Kansas City, KS 66103

APPROVED AS TO FORM:

ATTEST:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk *mg*

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 E. Pitchford
Signature *by cy*

4/17/13
Date

2040/71100 Term/Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. 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.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
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 Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. 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.
13. 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.
14. 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.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. 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.

4. Response Form

4.1. Company Name: Collins & Hermann

4.2. Address: 2366 State Line Road

4.3. City/Zip: Kansas City, KS 66103

4.4. Phone Number: 913-621-3906

4.5. Fax Number: 913-621-2233

4.6. E-Mail Address:

4.7. Federal Tax ID: 43-1012298

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

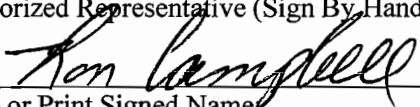
4.8. **PRICING** – The bidder must complete the following pages in their entirety. Bid prices must include any and all labor, parts, and material required to perform the new construction and repairs described in Section 2 of this bid request. This includes the removal and disposal of existing damaged structure. This contract shall be for new construction and repair services on an as needed basis as requested by the County. The bid quantities are estimated based on new installations and previous repairs completed by the County. The County may vary on the quantity of each bid item throughout the contract period based upon need. Some bid items may not be utilized while other items may be required more than once.

RENEWALS – The bidder shall indicate below the maximum increase for each potential renewal period.

4.8.1.1. 4 % 1st Renewal Period

4.8.1.2. 5 % 2nd Renewal Period

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

4.9.1. Authorized Representative (Sign By Hand):


4.9.2. Type or Print Signed Name:
Ron Campbell

4.9.3. Today's Date: 3-14-13

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
X Yes _____ No

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
4.11.1.	Mobilization-Each Work Order	LS	1	\$ 3,250.00	\$ 3,250.00
Type A Guardrail					
4.11.2.	New Installation - 12.5 Foot Beam	EACH	1	\$ 50.00	\$ 50.00
4.11.3.	Repair - Remove and Replace 12.5 Foot Beam	EACH	1	\$ 50.00	\$ 50.00
4.11.4.	New Installation - 12.5 Foot Radius Beam, Concave or Convex	EACH	1	\$ 85.00	\$ 85.00
4.11.5.	Repair - Remove and Replace 12.5 Foot Radius Beam, Concave or Convex	EACH	1	\$ 85.00	\$ 85.00
4.11.6.	New Installation - 6-foot Steel Post	EACH	1	\$ 35.00	\$ 35.00
4.11.7.	Repair - Remove and Replace 6-foot Steel Post	EACH	1	\$ 35.00	\$ 35.00
4.11.8.	New Installation - 9-foot Steel Post	EACH	1	\$ 50.00	\$ 50.00
4.11.9.	Repair - Remove and Replace 9-foot Steel Post	EACH	1	\$ 50.00	\$ 50.00
4.11.10.	New Installation - 6-foot Wood Post	EACH	1	\$ 35.00	\$ 35.00
4.11.11.	Repair - Remove and Replace 6-foot Wood Post	EACH	1	\$ 35.00	\$ 35.00
4.11.12.	Repair - Realign and Use Existing Post	EACH	1	\$ -0-	\$ -0-
4.11.13.	New Installation - 8-inch x 6-inch x 14-inch Wood Block	EACH	1	\$ 6.00	\$ 6.00
4.11.14.	Repair - Remove and Replace 8-inch x 6-inch x 14-inch Wood Block	EACH	1	\$ 6.00	\$ 6.00
4.11.15.	New Installation - End Section	EACH	1	\$ 20.00	\$ 20.00
4.11.16.	Repair - Remove and Replace End Section	EACH	1	\$ 20.00	\$ 20.00
4.11.17.	New Installation - Terminal Connector	EACH	1	\$ 50.00	\$ 50.00
4.11.18.	Repair - Remove and Replace Terminal Connector	EACH	1	\$ 50.00	\$ 50.00
4.11.19.	New Installation - Install Post in Solid Rock or Through Concrete	EACH	1	\$ 125.00	\$ 125.00
4.11.20.	Repair - Install Post in Solid Rock or Through Concrete	EACH	1	\$ 125.00	\$ 125.00
Type E Guardrail					
4.11.21.	New Installation - 12.5-foot Thrie Beam Rail	EACH	1	\$ 80.00	\$ 80.00
4.11.22.	Repair - Remove and Replace 12.5-foot Thrie Beam Rail	EACH	1	\$ 80.00	\$ 80.00
4.11.23.	New Installation - 6-foot Steel Post	EACH	1	\$ 35.00	\$ 35.00
4.11.24.	Repair - Remove and Replace 6-foot Steel Post	EACH	1	\$ 35.00	\$ 35.00
4.11.25.	New Installation - 9-foot Steel Post	EACH	1	\$ 50.00	\$ 50.00
4.11.26.	Repair - Remove and Replace 9-foot Steel Post	EACH	1	\$ 50.00	\$ 50.00
4.11.27.	New Installation - 6-foot Wood Post	EACH	1	\$ 35.00	\$ 35.00
4.11.28.	Repair - Remove and Replace 6-foot Wood Post	EACH	1	\$ 35.00	\$ 35.00
4.11.29.	Repair - Realign and Use Existing Post	EACH	1	\$ -0-	\$ -0-
4.11.30.	New Installation - 8-inch x 6-inch x 21-inch Wood Block	EACH	1	\$ 10.00	\$ 10.00

4.11.31.	Repair - Remove and Replace 8-inch x 6-inch x 21-inch Wood Block	EACH	1	\$ 10.00	\$ 10.00
Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
Type E Guardrail (continued)					
4.11.32.	New Installation – Thrie Beam Terminal Connector	EACH	1	\$ 40.00	\$ 40.00
4.11.33.	Repair - Remove and Replace Thrie Beam Terminal Connector	EACH	1	\$ 40.00	\$ 40.00
4.11.34.	New Installation – Install Post in Solid Rock or Through Concrete	EACH	1	\$ 125.00	\$ 125.00
4.11.35.	Repair - Install Post in Solid Rock or Through Concrete	EACH	1	\$ 125.00	\$ 125.00
End Terminal					
4.11.36.	New Installation – Type A Crashworthy End Terminal	EACH	1	\$ 1,800.00	\$ 1,800.00
4.11.37.	Repair - Remove and Replace Type A Crashworthy End Terminal	EACH	1	\$ 1,800.00	\$ 1,800.00
4.11.38.	New Installation – Type A Flared Crashworthy End Terminal	EACH	1	\$ 1,800.00	\$ 1,800.00
4.11.39.	Repair - Remove and Replace Type A Flared Crashworthy End Terminal	EACH	1	\$ 1,800.00	\$ 1,800.00
4.11.40.	New Installation – Type B Crashworthy End Terminal	EACH	1	\$ 2,495.00	\$ 2,495.00
4.11.41.	Repair - Remove and Replace Type B Crashworthy End Terminal	EACH	1	\$ 2,495.00	\$ 2,495.00
4.11.42.	New Installation – Type C Crashworthy End Terminal	EACH	1	\$ 20,000.00	\$ 20,000.00
4.11.43.	Repair - Remove and Replace Type C Crashworthy End Terminal	EACH	1	\$ 13,000.00	\$ 13,000.00
4.11.44.	Repair - Miscellaneous Type B or C Terminal Removal	EACH	1	\$ 250.00	\$ 250.00
4.11.45.	New Installation – Type W Beam End Section	EACH	1	\$ 20.00	\$ 20.00
4.11.46.	Repair - Remove and Replace Type W Beam End Section	EACH	1	\$ 20.00	\$ 20.00
Anchor					
4.11.47.	New Installation – End Anchor	EACH	1	\$ 410.00	\$ 410.00
4.11.48.	Repair - Remove and Replace End Anchor	EACH	1	\$ 410.00	\$ 410.00
4.11.49.	New Installation – Embedded Guardrail Anchor	EACH	1	\$ 1,200.00	\$ 1,200.00
4.11.50.	Repair - Remove and Replace Embedded Guardrail Anchor	EACH	1	\$ 1,200.00	\$ 1,200.00
4.11.51.	New Installation – Rock Face Guardrail Anchor	EACH	1	\$ 500.00	\$ 500.00
4.11.52.	Repair - Remove and Replace Rock Face Guardrail Anchor	EACH	1	\$ 500.00	\$ 500.00
4.11.53.	New Installation – Thrie Beam Bridge Anchor Section	EACH	1	\$ 800.00	\$ 800.00
4.11.54.	Repair - Remove and Replace Thrie Beam Bridge Anchor Section	EACH	1	\$ 800.00	\$ 800.00
Transition Section					

4.11.55.	New Installation – Transition Section	EACH	1	\$ 150.00	\$ 150.00
4.11.56.	Repair - Remove and Replace Transition Section	EACH	1	\$ 150.00	\$ 150.00
4.11.57.	New Installation – 6-foot Post	EACH	1	\$ 35.00	\$ 35.00
4.11.58.	Repair - Remove and Replace 6-foot Post	EACH	1	\$ 35.00	\$ 35.00
4.11.59.	New Installation – 9-foot Post	EACH	1	\$ 50.00	\$ 50.00
4.11.60.	Repair - Remove and Replace 9-foot Post	EACH	1	\$ 50.00	\$ 50.00
Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
ET 2000					
4.11.61.	New Installation – 6-inch x 8-inch x 72-inch Wood Post 1-4	EACH	1	\$ 35.00	\$ 35.00
4.11.62.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 1-4	EACH	1	\$ 35.00	\$ 35.00
4.11.63.	New Installation – 6-inch x 8-inch x 72-inch Wood Post 5-8	EACH	1	\$ 35.00	\$ 35.00
4.11.64.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 5-8	EACH	1	\$ 35.00	\$ 35.00
4.11.65.	New Installation – 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 6.00	\$ 6.00
4.11.66.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 6.00	\$ 6.00
4.11.67.	New Installation – 25-foot Deep Beam Rail	EACH	1	\$ 350.00	\$ 350.00
4.11.68.	Repair - Remove and Replace 25-foot Deep Beam Rail	EACH	1	\$ 350.00	\$ 350.00
4.11.69.	New Installation – Steel Foundation Tube with Soil Plate	EACH	1	\$ 110.00	\$ 110.00
4.11.70.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	EACH	1	\$ 110.00	\$ 110.00
4.11.71.	New Installation – 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 350.00	\$ 350.00
4.11.72.	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 350.00	\$ 350.00
4.11.73.	New Installation – New Guardrail Extruder	EACH	1	\$ 550.00	\$ 550.00
4.11.74.	Repair - Remove and Replace with a New Guardrail Extruder	EACH	1	\$ 550.00	\$ 550.00
4.11.75.	Repair - Remove and Replace with a Used Guardrail Extruder	EACH	1	\$ 100.00	\$ 100.00
4.11.76.	New Installation – Offset Strut	EACH	1	\$ 40.00	\$ 40.00
4.11.77.	Repair - Remove and Replace Offset Strut	EACH	1	\$ 40.00	\$ 40.00
4.11.78.	New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 210.00	\$ 210.00
4.11.79.	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 210.00	\$ 210.00
BEST					
4.11.80.	New Installation – 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$ 30.00	\$ 30.00
4.11.81.	Repair - Remove and Replace 6-inch x 8-inch x	EACH	1	\$ 30.00	\$ 30.00

	45-inch Wood Post 1-2				
4.11.82.	New Installation – 6-inch x 8-inch x 72-inch Wood Post 3-7	EACH	1	\$ 40.00	\$ 40.00
4.11.83.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-7	EACH	1	\$ 40.00	\$ 40.00
4.11.84.	New Installation – 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 6.00	\$ 6.00
4.11.85.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 6.00	\$ 6.00
4.11.86.	New Installation – 25-foot Deep Beam Rail	EACH	1	\$ 350.00	\$ 350.00
4.11.87.	Repair - Remove and Replace 25-foot Deep Beam Rail	EACH	1	\$ 350.00	\$ 350.00
Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total

BEST (continued)

4.11.88.	New Installation – 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 350.00	\$ 350.00
4.11.89.	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 350.00	\$ 350.00
4.11.90.	New Installation – Impact Head	EACH	1	\$ 550.00	\$ 550.00
4.11.91.	Repair - Remove and Replace a new Impact Head	EACH	1	\$ 550.00	\$ 550.00
4.11.92.	New Installation – Groundline Strut	EACH	1	\$ 40.00	\$ 40.00
4.11.93.	Repair - Remove and Replace Groundline Strut	EACH	1	\$ 40.00	\$ 40.00
4.11.94.	New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 210.00	\$ 210.00
4.11.95.	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 210.00	\$ 210.00
4.11.96.	New Installation – Steel Foundation Tube with Soil Plate	EACH	1	\$ 110.00	\$ 110.00
4.11.97.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	EACH	1	\$ 110.00	\$ 110.00

Miscellaneous

4.11.98.	New Installation – Object Marker (OM12-1V)	EACH	1	\$ 50.00	\$ 50.00
4.11.99.	Repair - Remove and Replace Object Marker (OM12-1V)	EACH	1	\$ 50.00	\$ 50.00

SRT-350

4.11.100	New Installation – 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$ 30.00	\$ 30.00
4.11.101	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$ 30.00	\$ 30.00
4.11.102	New Installation – 6-inch x 8-inch x 72-inch Wood Post 3-9	EACH	1	\$ 35.00	\$ 35.00
4.11.103	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-9	EACH	1	\$ 35.00	\$ 35.00
4.11.104	New Installation – 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 6.00	\$ 6.00
4.11.105	Repair - Remove and Replace 6-inch x 8-inch x	EACH	1	\$ 6.00	\$ 6.00

.	14-inch Wood Block				
4.11.106	New Installation – Strut Assembly	EACH	1	\$ 40.00	\$ 40.00
4.11.107	Repair - Remove and Replace Strut Assembly	EACH	1	\$ 40.00	\$ 40.00
4.11.108	New Installation – First Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 100.00	\$ 100.00
4.11.109	Repair - Remove and Replace First Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 100.00	\$ 100.00
4.11.110	New Installation – Second Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 100.00	\$ 100.00
4.11.111	Repair - Remove and Replace Second Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 100.00	\$ 100.00
4.11.112	New Installation – Barrier End Nose Piece	EACH	1	\$ 50.00	\$ 50.00
4.11.113	Repair - Remove and Replace Barrier End Nose Piece	EACH	1	\$ 50.00	\$ 50.00
4.11.114	New Installation – Steel Foundation Tube with Soil Plate	EACH	1	\$ 110.00	\$ 110.00
Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
SRT-350 (continued)					
4.11.115	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	EACH	1	\$ 110.00	\$ 110.00
Terminal End Marker					
4.11.116	New Installation – Type III Black and Yellow Object Marker on End Terminal	EACH	1	\$ 50.00	\$ 50.00
4.11.117	Repair - Install Type III Black and Yellow Object Marker on End Terminal	EACH	1	\$ 50.00	\$ 50.00
Grand Total					\$64,633.00

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: MoDOT
Address: Kansas City, Missouri
Contact Name: Perry Allan
Telephone Number: 816-813-1502
Date of Contract: July 2012
Length of Contract: One Year

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: MoDOT
Address: Rolla, Missouri
Contact Name: Joshua Kincaid
Telephone Number: 573-368-2567
Date of Contract: July 2012
Length of Contract: One Year

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: MoDOT
Address: Springfield, Missouri
Contact Name: Steve Campbell
Telephone Number: 417-895-7668
Date of Contract: July 2012
Length of Contract: One Year

Description of Prior Services (include dates):

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2012

Last Date Objections May Be Filed: April 9, 2012

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	10/12		\$31.26	55	60	\$19.51
Boilermaker	1/13		\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	7/12		\$28.20	59	7	\$14.83
Carpenter	7/12		\$24.09	60	15	\$13.65
Cement Mason	7/12		\$25.73	9	3	\$10.70
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction/Lineman)	9/12		\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator	9/12		\$33.59	43	45	\$5.00 + 37.5%
Groundman	9/12		\$25.87	43	45	\$5.00 + 37.5%
Communication Technician			\$30.42	28	7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I	8/12		\$26.16	86	66	\$22.60
Group II	8/12		\$26.16	86	66	\$22.60
Group III	8/12		\$24.91	86	66	\$22.60
Group III-A	8/12		\$26.16	86	66	\$22.60
Group IV	8/12		\$23.93	86	66	\$22.60
Group V	8/12		\$26.80	80	60	\$22.00
Pipe Fitter	8/12	b	\$34.25	91	69	\$25.03
Glazier	2/13	c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	7/12		\$25.09	60	15	\$13.65
Ironworker	8/12		\$27.81	11	8	\$21.04
Painter	7/12		\$21.95	18	7	\$11.42
Plasterer	7/12		\$24.54	94	5	\$12.39
Plumber	8/12	b	\$34.25	91	69	\$25.03
Pile Driver	7/12		\$25.09	60	15	\$13.65
Roofers \ Waterproofers	2/13		\$28.05	12	4	\$13.59
Sheet Metal Worker	7/12		\$29.35	40	23	\$14.64
Sprinkler Fitter - Fire Protection	12/12		\$30.52	33	19	\$17.95
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

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

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

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

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

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

**b - All work over \$7 Mil. Total Mech. Contract - \$34.25, Fringes - \$25.03

All work under \$7 Mil. Total Mech. Contract - \$32.91, Fringes - \$19.64

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

**Annual Incremental Increase

ANNUAL WAGE ORDER NO. 19

8/12

**REPLACEMENT PAGE
BOONE COUNTY**

OVERTIME SCHEDULE - BUILDING 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. 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**

OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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 7:00 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**

OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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 receive 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 receive (8) hours' 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 8:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 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 \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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 weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his 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 at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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BOONE COUNTY**

OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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

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

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

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

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, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day 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 work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

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

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the 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, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

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**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: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	7/12	\$29.52	7	16	\$13.50
Millwright	7/12	\$29.52	7	16	\$13.50
Pile Driver	7/12	\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction/Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer	1/13	\$23.19	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer	1/13	\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	8/12	\$25.24	21	5	\$22.50
Group II	8/12	\$24.89	21	5	\$22.50
Group III	8/12	\$24.69	21	5	\$22.50
Group IV	8/12	\$21.04	21	5	\$22.50
Oil-er-Driver	8/12	\$21.04	21	5	\$22.50
Laborer					
General Laborer	7/12	\$25.81	2	4	\$11.52
Skilled Laborer	7/12	\$26.41	2	4	\$11.52
Truck Driver-Teamster					
Group I		\$26.67	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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.

For additional information regarding the application of the Lineman Tree Trimmer and the Groundman Tree Trimmer subcategories of the occupational title of Electrician (Outside-Line Construction/Lineman), see the Labor and Industrial Relations Commission Order of June 21, 2012, in the Matter of Objection Nos. 122-237.

**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 any time 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. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

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

ANNUAL WAGE ORDER NO. 19

AWO19 010 HOT Correction 2-13.doc

Page 1 of 2

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

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.

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 interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: 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. 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.

**REPLACEMENT PAGE
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. 19: 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. 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.

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. 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.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
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 Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16. 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.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 15-21MAR13 - Guardrail-New Installation and Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



Request for Bid (RFB)

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

Amy Robbins Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: arobbins@boonecountymmo.org

Bid Data

Bid Number: **15-21MAR13**
Commodity Title: **Guardrail-New Installation and Repair Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, March 21, 2013**
Time: **10:30 A.M. CST (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: **The Purchasing office is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the south Side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: **Thursday, March 21, 2013**
Time: **10:30 A.M. CST**
Location / Address: **Boone County Annex
613 E. Ash Street, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Exhibit A-Prior Experience
Prevailing Wage – Annual Wage Order 19
Standard Terms and Conditions

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
Mobilization -- the activation of Contractor's physical and manpower resources in Boone County. There will be one mobilization charge allowed for each series of work in Boone County, which may involve multiple work sites in Boone County. If County proposes additional work sites while Contractor is already mobilized in Boone County, and Contractor agrees to perform on the same, there will only be one mobilization charge for that entire series of work.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be

seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award through December 31, 2013** and may be automatically renewed for up to **an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. **Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, traffic control, and supervision to perform **Guardrail-New Installation and Repair Services** to various locations throughout Boone County, Missouri.
 - 2.1.1. The contract includes line items on the Response Form to install new, repair or replace major components and assemblies of standard guardrail types or proprietary crashworthy end terminals along County maintained roads. The quantities required by the County may vary throughout the contract period depending on the needs of the County. Some of the identified line items may not be utilized at all during the contract period while others may be utilized more than once.
 - 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - 2.6. **SCOPE OF WORK**
 - 2.6.1. The Contractor shall provide guardrail and end terminal installation, repair and replacement on an as needed basis in response to new projects, vehicle damage and similar sudden occurrence, such as physical damage by the elements. For repairs, the Contractor shall remove all damaged components from the existing structure and repair the structure to specified standards. The Contract will be implemented by the County on an as needed basis throughout the life of the Contract.
 - 2.7. **SUB-CONTRACTORS**
 - 2.7.1. No subcontractors shall be used without prior **written** approval of the Maintenance Operations Manager.
 - 2.8. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
 - 2.8.1. The Contractor to whom the guardrail services contract is awarded must provide evidence they have past experience in the type of work as outlined in the attached specifications for a minimum of three (3) years. Exhibit A is attached for the purpose of listing previous work experience.
 - 2.8.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.
 - 2.8.3. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
 - 2.8.4. The Contractor must comply with all pertinent requirements of the local codes and utility companies.
 - 2.8.5. The Contractor will be responsible for obtaining any and all required permits. The County shall not be responsible for the cost of any such permits.
 - 2.9. **TECHNICAL SPECIFICATIONS**

- 2.9.1. **Specifications** – The bid is set up on a term and supply basis. The contract shall include new installation, removal and disposal of the damaged guardrail materials and installation of guardrail and associated materials. The contract will also include the purchase and delivery of the guardrail and associated materials necessary to repair the structure.
- 2.9.2. **Mobilization** – This item shall include the work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to and from Boone County. Mobilization shall be a lump sum cost for each work order. (The work order may consist of more than one work site.)
- 2.9.3. **New Installation** – The Contractor shall install only new components, material, hardware, or other appurtenance as designated in the work order. Contractor shall pay no less than the current Prevailing Wage Determination in force at the time of installation of new guardrail. (See attached current Annual Wage Order 19).
- 2.9.4. **Removal and Replacement of Individual Components** – The Contractor shall remove and replace the existing damaged component, material, hardware, or other appurtenance as designated in the work order. The Contractor shall reuse any undamaged components or materials salvaged from the damaged guardrail system, terminal, or appurtenance in order to provide a fully functional system as designated by the County.
- 2.9.5. **Realigning Posts** – Undamaged posts that are out of alignment shall be realigned. Any voids around the posts shall be securely backfilled with cohesive soil or sand meeting the requirements of Section 1005.2.4 of the 2011 Missouri Standard Specifications for Highway Construction. The backfill shall be thoroughly tamped.
- 2.9.6. **Driving Replacement Posts and Foundation Tubes** – Replacement post or foundation tube may be placed in the same hole as the removed damaged post or tube. The hole shall first be backfilled with a cohesive soil or sand meeting the requirements of Section 1005.2.4 of the 2011 Missouri Standard Specifications for Highway Construction. The backfill shall be thoroughly tamped before driving the replacement post or tube.
- 2.9.7. **Terminal End Marker** – The Contractor shall furnish and install a modified Type III black and yellow object marker on repair of crashworthy end terminals located 12 feet or less from the edge of the roadway.
- 2.9.8. **Blocks** – The Contractor shall use 8-inch x 6-inch x 14-inch wood guardrail blocks for new Type A guardrail installations and installations requiring both post and block. The Contractor may use 6-inch x 6-inch x 14-inch wood blocks for existing locations requiring only block replacement. All existing Type E guardrail installation required guardrail block replacement shall use 8-inch x 6-inch x 21-inch wood blocks.
- 2.9.9. **Work Orders** – The Contractor will receive a written work order from the County directing the type and date of work to be performed at each location. The work order may consist of more than one site requiring repair. The work order will be supplied to the Contractor by fax unless other arrangements are agreed upon. The Contractor shall confirm receipt of each work order by the same means as issued. The Contractor shall complete all work described in each work order within 10 calendar days of the notice to proceed date. The Contractor will be entitled to an extension of contract time because of unsuitable weather conditions when authorized in writing by the County.
- 2.10. **GENERAL CONDITIONS**
- 2.10.1. **Estimated Usage:** This Contract shall be for New Installation and Repair Services for Guardrail on an as needed basis as requested by the County. Based on past usage, the **estimated** total expenditures against this contract are expected to exceed \$5,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.10.2. In the event any provisions of Contract are not fulfilled by Contractor and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within 10 days after such written notice.
- 2.11. **CONTRACTOR'S RESPONSIBILITY/SERVICE REQUIREMENTS**
- 2.11.1. **Work Hours** - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday, 7 a.m. to 5 p.m., excluding holidays. Emergency repair and night repair are not a part of this bid.
- 2.11.2. **Equipment/Safety** - The safety of the Contractor's employees and the public is of prime concern to the

County and the Contractor must take all necessary steps to ensure proper safety during the performance of the Contract. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.

- 2.11.3. **Traffic Control** – The Contractor shall be responsible for providing traffic control at each site. If possible, the Contractor shall maintain at least one lane of traffic open during repair operations. Any road closures must be approved in advance by the County.
- 2.11.4. **Utilities** – The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.
- 2.11.5. **Final Inspection and Approval** - The Contractor shall request the County to conduct site inspections after the project is complete. The County will prepare a “punch-list” during the inspection and will forward a copy of the “punch-list” to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County’s final inspection and written approval.
- 2.11.6. **Property Damage** - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.11.7. **Prevailing Wage – Shall apply to new installation only**, all other work is considered maintenance and is therefore not subject to the prevailing wage.
 - 2.11.7.1. The new installation portion of this contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate(s) for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
 - 2.11.7.2. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
 - 2.11.7.3. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
- 2.11.8. **Records** - The Contractor and each Subcontractor shall keep an accurate record showing 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 representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.
- 2.11.9. **Notices** - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1”) high.
- 2.11.10. **Penalty** - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.
- 2.11.11. **Affidavit of Compliance** - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.11.12. **Wage Determination** - During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
- 2.12. **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.

- 2.12.1. **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.
- 2.12.2. **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.
- 2.12.3. 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 coverages. Should any work be subcontracted, these limits will also apply.
- 2.12.4. **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.
- 2.12.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and 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.
- 2.13. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.14. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri

Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.15. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.15.1. **Inspection of Facilities** - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required.
- 2.15.2. **Inspection of Equipment** - The County reserves the right to inspect the Contractor's equipment and to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.
- 2.15.3. **Invoices** - The County's contract number must appear on the invoice.
- 2.15.4. **Billing and Payment** - Payment for Guardrail Repair Services shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. A list of materials used and the total hours for each material shall accompany the invoice. Monthly statement should be submitted to Boone County Public Works for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.
- 2.15.5. **Pricing** - Contract will be awarded on a firm price for the **initial period ending on December 31, 2013**. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
- 2.15.6. It shall be the responsibility of the Contractor to notify the County of Boone sixty (60) days prior to the end of the contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Amy Robbins, Senior Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: arobbins@boonecountymmo.org.
- 2.17. **DESIGNEE**
Manager of Boone County Public Works Maintenance
Address: 5551 Highway 63 South, Columbia, MO 65201
Phone: (573) 449-8515
- 2.18. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

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

Search Results

Current Search Terms: "Collins & Hermann*"

Your search for "Collins & Hermann*" returned the following results...

Entity	COLLINS & HERMANN, INC.	Status: Active (+)
DUNS: 066911454	CAGE Code: 1RL07	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.817.20130323-2053

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**PURCHASE AGREEMENT
FOR
GUARDRAIL NEW INSTALLATION AND REPAIR TERM AND SUPPLY**

THIS AGREEMENT dated the 23rd day of April 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **James H. Drew Corporation**, 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, the County of Boone Request for Bid for **Guardrail New Installation and Repair**, bid number **15-21MAR13**, any applicable addenda, Work Authorization Certification, Certification Regarding Debarment, OSHA Affidavit, Prevailing Wage Affidavit, Boone County Standard Terms and Conditions and the Contractor's bid response dated **March 18, 2013** and executed by **Anna Haley** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date of award and continue through **December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an **additional two (2) six-month periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to complete all work described in each work order within 10 calendar days of the notice to proceed date. The Contractor will be entitled to an extension of contract time because of unsuitable weather conditions when authorized in writing by the County.

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

192-2013

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

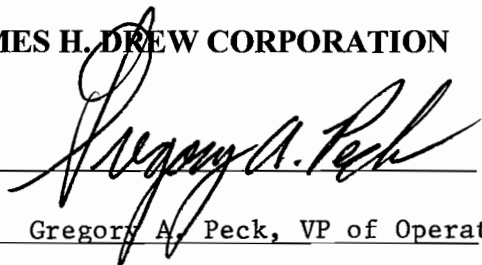
7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

8. 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:

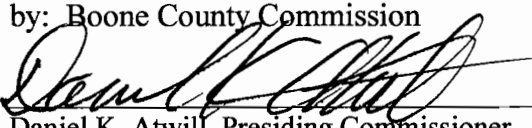
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

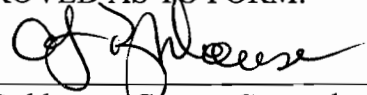
JAMES H. DREW CORPORATION

by 
 title Gregory A. Peck, VP of Operations
 address 8701 Zionsville Road
Indianapolis, IN 46268

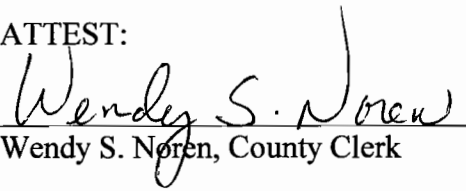
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

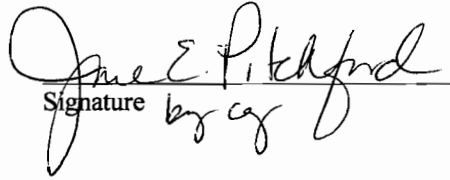

 C.J. Dykhouse, County Counselor

ATTEST:


 Wendy S. Noren, County Clerk *neg*

AUDITOR CERTIFICATION

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


 Signature *by c.j.*

4/17/13
 Date

2040/71100 Term/Supply
No Encumbrance Required
 Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. 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.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
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 Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. 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.
13. 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.
14. 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.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/13

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

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

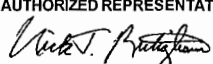
PRODUCER Tobias Insurance Group 9247 N. Meridian St. Ste. 300 Indianapolis, IN 46260 Larry J. Simons	317-844-7759 317-844-9910	CONTACT NAME: Carla J. Goodwin PHONE (A/C, No., Ext): 317-844-7759 E-MAIL ADDRESS: cgoodwin@tobias.com	FAX (A/C, No.): 317-844-9910													
	INSURED James H. Drew Corporation 8701 Zionsville Road Indianapolis, IN 46278		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Cas Ins Co of Americ</td> <td></td> </tr> <tr> <td>INSURER C: Houston Casualty Company</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Co.	25615	INSURER B: Travelers Cas Ins Co of Americ		INSURER C: Houston Casualty Company		INSURER D:		INSURER E:		INSURER F:
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INSURER C: Houston Casualty Company																
INSURER D:																
INSURER E:																
INSURER F:																

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		DTCO5178P556COF13(13)	01/14/13	01/14/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU Included					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY		DT8105178P556COF13(13)	01/14/13	01/14/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		H13XC5005801(13)	01/14/13	01/14/14	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	DTSUB5178P55613(13)	01/14/13	01/14/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
OWNER: BOONE COUNTY COMMISSION CONTRACT AMT: \$72,810.00

CERTIFICATE HOLDER BOONE17 BOONE COUNTY PURCHASING 613 E ASH RM. 109 COLUMBIA, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

NOTEPADINSURED'S NAME **James H. Drew Corporation****DREWJHC
OP ID: LK**PAGE 2
DATE **04/08/13**

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:

Tobias Insurance Group has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide Tobias Insurance Group with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by Tobias Insurance Group should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

Tobias Insurance Group has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

(Please complete and return with Contract)

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

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

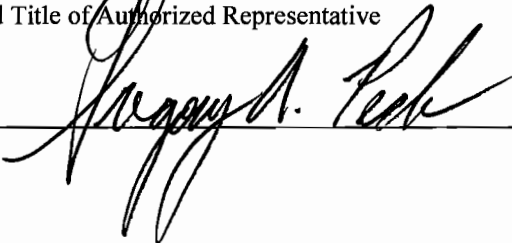
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Gregory A. Peck, VP of Operations

Name and Title of Authorized Representative

Signature



April 11, 2013

Date

Company ID Number: 36665

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: James H Drew Corporation

Company Facility Address: 8701 Zionsville Road
Indianapolis, IN 46268

Company Alternate Address: _____

County or Parish: MARION

Employer Identification Number: 350821499

North American Industry
Classification Systems Code: 238990

Parent Company: Fortune Industries, Inc.

Number of Employees: 100 to
499 Number of Sites Verified for: 3

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

- MISSOURI 1 site(s)
- TENNESSEE 1 site(s)
- INDIANA 1 site(s)

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

Name: **Annie Haley**
Telephone Number: **(660) 826 - 2335** Fax Number: **(660) 827 - 6414**
E-mail Address: **ahaley@jameshdrew.com**

Company ID Number: 36665

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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 procedures or legal requirements. 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 they may determine.

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.

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.

The employer understands that the fact of 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, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

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

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

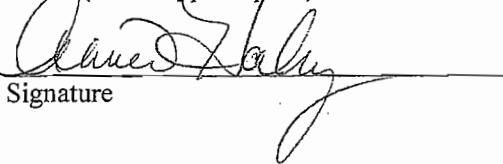
Employer James H Drew Corporation

Annie Haley

Manager, Guardrail Operations

Name (Please type or print)

Title



11/30/2006

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 36665

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

11/30/2006

Signature

Date

4. Response Form

4.1. Company Name: James H. Drew Corporation

4.2. Address: 1578 Boonville Road

4.3. City/Zip: Sedalia, MO 65301

4.4. Phone Number: 660.826.2335

4.5. Fax Number: 660.827.6414

4.6. E-Mail Address: ahaley@jameshdrew.com

4.7. Federal Tax ID: 35-0821499

- 4.7.1. [X] Corporation
() Partnership - Name
() Individual/Proprietorship - Individual Name
() Other (Specify)

4.8. PRICING - The bidder must complete the following pages in their entirety. Bid prices must include any and all labor, parts, and material required to perform the new construction and repairs described in Section 2 of this bid request.

RENEWALS - The bidder shall indicate below the maximum increase for each potential renewal period.

- 4.8.1.1. 2 % 1st Renewal Period
4.8.1.2. 4 % 2nd Renewal Period

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

4.9.1. Authorized Representative (Sign By Hand): Anna Haley

4.9.2. Type or Print Signed Name: Anna Haley

4.9.3. Today's Date: March 18, 2013

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
[X] Yes [] No

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
4.11.1.	Mobilization-Each Work Order	LS	1	\$ 475.00	\$ 475.00
Type A Guardrail					
4.11.2.	New Installation - 12.5 Foot Beam	EACH	1	\$ 95.00	\$ 95.00
4.11.3.	Repair - Remove and Replace 12.5 Foot Beam	EACH	1	\$ 135.00	\$ 135.00
4.11.4.	New Installation - 12.5 Foot Radius Beam, Concave or Convex	EACH	1	\$ 185.00	\$ 185.00
4.11.5.	Repair - Remove and Replace 12.5 Foot Radius Beam, Concave or Convex	EACH	1	\$ 225.00	\$ 225.00
4.11.6.	New Installation - 6-foot Steel Post	EACH	1	\$ 50.00	\$ 50.00
4.11.7.	Repair - Remove and Replace 6-foot Steel Post	EACH	1	\$ 75.00	\$ 75.00
4.11.8.	New Installation - 9-foot Steel Post	EACH	1	\$ 73.00	\$ 73.00
4.11.9.	Repair - Remove and Replace 9-foot Steel Post	EACH	1	\$ 100.00	\$ 100.00
4.11.10.	New Installation - 6-foot Wood Post	EACH	1	\$ 75.00	\$ 75.00
4.11.11.	Repair - Remove and Replace 6-foot Wood Post	EACH	1	\$ 95.00	\$ 95.00
4.11.12.	Repair - Realign and Use Existing Post	EACH	1	\$ 14.00	\$ 14.00
4.11.13.	New Installation - 8-inch x 6-inch x 14-inch Wood Block	EACH	1	\$ 16.00	\$ 16.00
4.11.14.	Repair - Remove and Replace 8-inch x 6-inch x 14-inch Wood Block	EACH	1	\$ 20.00	\$ 20.00
4.11.15.	New Installation - End Section	EACH	1	\$ 40.00	\$ 40.00
4.11.16.	Repair - Remove and Replace End Section	EACH	1	\$ 45.00	\$ 45.00
4.11.17.	New Installation - Terminal Connector	EACH	1	\$ 60.00	\$ 60.00
4.11.18.	Repair - Remove and Replace Terminal Connector	EACH	1	\$ 80.00	\$ 80.00
4.11.19.	New Installation - Install Post in Solid Rock or Through Concrete	EACH	1	\$ 120.00	\$ 120.00
4.11.20.	Repair - Install Post in Solid Rock or Through Concrete	EACH	1	\$ 155.00	\$ 155.00
Type E Guardrail					
4.11.21.	New Installation - 12.5-foot Thrie Beam Rail	EACH	1	\$ 148.00	\$ 148.00
4.11.22.	Repair - Remove and Replace 12.5-foot Thrie Beam Rail	EACH	1	\$ 168.00	\$ 168.00
4.11.23.	New Installation - 6-foot Steel Post	EACH	1	\$ 50.00	\$ 50.00
4.11.24.	Repair - Remove and Replace 6-foot Steel Post	EACH	1	\$ 75.00	\$ 75.00
4.11.25.	New Installation - 9-foot Steel Post	EACH	1	\$ 73.00	\$ 73.00
4.11.26.	Repair - Remove and Replace 9-foot Steel Post	EACH	1	\$ 100.00	\$ 100.00
4.11.27.	New Installation - 6-foot Wood Post	EACH	1	\$ 75.00	\$ 75.00
4.11.28.	Repair - Remove and Replace 6-foot Wood Post	EACH	1	\$ 95.00	\$ 95.00
4.11.29.	Repair - Realign and Use Existing Post	EACH	1	\$ 14.00	\$ 14.00
4.11.30.	New Installation - 8-inch x 6-inch x 21-inch Wood Block	EACH	1	\$ 25.00	\$ 25.00

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
4.11.31.	Repair - Remove and Replace 8-inch x 6-inch x 21-inch Wood Block	EACH	1	\$ 30.00	\$ 30.00
Type E Guardrail (continued)					
4.11.32.	New Installation – Thrie Beam Terminal Connector	EACH	1	\$ 85.00	\$ 85.00
4.11.33.	Repair - Remove and Replace Thrie Beam Terminal Connector	EACH	1	\$ 95.00	\$ 95.00
4.11.34.	New Installation – Install Post in Solid Rock or Through Concrete	EACH	1	\$ 120.00	\$ 120.00
4.11.35.	Repair - Install Post in Solid Rock or Through Concrete	EACH	1	\$ 155.00	\$ 155.00
End Terminal					
4.11.36.	New Installation – Type A Crashworthy End Terminal	EACH	1	\$ 2,200.00	\$ 2,200.00
4.11.37.	Repair - Remove and Replace Type A Crashworthy End Terminal	EACH	1	\$ 2,375.00	\$ 2,375.00
4.11.38.	New Installation – Type A Flared Crashworthy End Terminal	EACH	1	\$ 2,150.00	\$ 2,150.00
4.11.39.	Repair - Remove and Replace Type A Flared Crashworthy End Terminal	EACH	1	\$ 2,300.00	\$ 2,300.00
4.11.40.	New Installation – Type B Crashworthy End Terminal	EACH	1	\$ 4,030.00	\$ 4,030.00
4.11.41.	Repair - Remove and Replace Type B Crashworthy End Terminal	EACH	1	\$ 4,200.00	\$ 4,200.00
4.11.42.	New Installation – Type C Crashworthy End Terminal	EACH	1	\$14,000.00	\$14,000.00
4.11.43.	Repair - Remove and Replace Type C Crashworthy End Terminal	EACH	1	\$14,685.00	\$14,685.00
4.11.44.	Repair - Miscellaneous Type B or C Terminal Removal	EACH	1	\$ 1,850.00	\$ 1,850.00
4.11.45.	New Installation – Type W Beam End Section	EACH	1	\$ 40.00	\$ 40.00
4.11.46.	Repair - Remove and Replace Type W Beam End Section	EACH	1	\$ 45.00	\$ 45.00
Anchor					
4.11.47.	New Installation – End Anchor	EACH	1	\$ 775.00	\$ 775.00
4.11.48.	Repair - Remove and Replace End Anchor	EACH	1	\$ 845.00	\$ 845.00
4.11.49.	New Installation – Embedded Guardrail Anchor	EACH	1	\$ 1,390.00	\$ 1,390.00
4.11.50.	Repair - Remove and Replace Embedded Guardrail Anchor	EACH	1	\$ 1,565.00	\$ 1,565.00
4.11.51.	New Installation – Rock Face Guardrail Anchor	EACH	1	\$ 670.00	\$ 670.00
4.11.52.	Repair - Remove and Replace Rock Face Guardrail Anchor	EACH	1	\$ 820.00	\$ 820.00
4.11.53.	New Installation – Thrie Beam Bridge Anchor Section	EACH	1	\$ 1,615.00	\$ 1,615.00
4.11.54.	Repair - Remove and Replace Thrie Beam Bridge Anchor Section	EACH	1	\$ 1,760.00	\$ 1,760.00
Transition Section					

4.11.55.	New Installation – Transition Section	EACH	1	\$ 370.00	\$ 370.00
4.11.56.	Repair - Remove and Replace Transition Section	EACH	1	\$ 450.00	\$ 450.00
4.11.57.	New Installation – 6-foot Post	EACH	1	\$ 53.00	\$ 53.00
4.11.58.	Repair - Remove and Replace 6-foot Post	EACH	1	\$ 78.00	\$ 78.00
4.11.59.	New Installation – 9-foot Post	EACH	1	\$ 73.00	\$ 73.00
4.11.60.	Repair - Remove and Replace 9-foot Post	EACH	1	\$ 100.00	\$ 100.00
Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
ET 2000					
4.11.61.	New Installation – 6-inch x 8-inch x 72-inch Wood Post 1-4	EACH	1	\$ 70.00	\$ 70.00
4.11.62.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 1-4	EACH	1	\$ 90.00	\$ 90.00
4.11.63.	New Installation – 6-inch x 8-inch x 72-inch Wood Post 5-8	EACH	1	\$ 75.00	\$ 75.00
4.11.64.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 5-8	EACH	1	\$ 95.00	\$ 95.00
4.11.65.	New Installation – 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 18.50	\$ 18.50
4.11.66.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 22.50	\$ 22.50
4.11.67.	New Installation – 25-foot Deep Beam Rail	EACH	1	\$ 180.00	\$ 180.00
4.11.68.	Repair - Remove and Replace 25-foot Deep Beam Rail	EACH	1	\$ 220.00	\$ 220.00
4.11.69.	New Installation – Steel Foundation Tube with Soil Plate	EACH	1	\$ 200.00	\$ 200.00
4.11.70.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	EACH	1	\$ 240.00	\$ 240.00
4.11.71.	New Installation – 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 285.00	\$ 285.00
4.11.72.	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 325.00	\$ 325.00
4.11.73.	New Installation – New Guardrail Extruder	EACH	1	\$ 665.00	\$ 665.00
4.11.74.	Repair - Remove and Replace with a New Guardrail Extruder	EACH	1	\$ 705.00	\$ 705.00
4.11.75.	Repair - Remove and Replace with a Used Guardrail Extruder	EACH	1	\$ 135.00	\$ 135.00
4.11.76.	New Installation – Offset Strut	EACH	1	\$ 72.00	\$ 72.00
4.11.77.	Repair - Remove and Replace Offset Strut	EACH	1	\$ 92.00	\$ 92.00
4.11.78.	New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 155.00	\$ 155.00
4.11.79.	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 175.00	\$ 175.00
BEST					
4.11.80.	New Installation – 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$ 110.00	\$ 110.00
4.11.81.	Repair - Remove and Replace 6-inch x 8-inch x	EACH	1	\$ 150.00	\$ 150.00

	45-inch Wood Post 1-2				
4.11.82.	New Installation – 6-inch x 8-inch x 72-inch Wood Post 3-7	EACH	1	\$ 75.00	\$ 75.00
4.11.83.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-7	EACH	1	\$ 95.00	\$ 95.00
4.11.84.	New Installation – 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 18.50	\$ 18.50
4.11.85.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 22.50	\$ 22.50
4.11.86.	New Installation – 25-foot Deep Beam Rail	EACH	1	\$ 180.00	\$ 180.00
4.11.87.	Repair - Remove and Replace 25-foot Deep Beam Rail	EACH	1	\$ 220.00	\$ 220.00
Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
BEST (continued)					
4.11.88.	New Installation – 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 245.00	\$ 245.00
4.11.89.	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 285.00	\$ 285.00
4.11.90.	New Installation – Impact Head	EACH	1	\$ 875.00	\$ 875.00
4.11.91.	Repair - Remove and Replace a new Impact Head	EACH	1	\$ 915.00	\$ 915.00
4.11.92.	New Installation – Groundline Strut	EACH	1	\$ 90.00	\$ 90.00
4.11.93.	Repair - Remove and Replace Groundline Strut	EACH	1	\$ 110.00	\$ 110.00
4.11.94.	New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 540.00	\$ 540.00
4.11.95.	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 560.00	\$ 560.00
4.11.96.	New Installation – Steel Foundation Tube with Soil Plate	EACH	1	\$ 200.00	\$ 200.00
4.11.97.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	EACH	1	\$ 240.00	\$ 240.00
Miscellaneous					
4.11.98.	New Installation – Object Marker (OM12-1V)	EACH	1	\$ 24.00	\$ 24.00
4.11.99.	Repair - Remove and Replace Object Marker (OM12-1V)	EACH	1	\$ 24.00	\$ 24.00
SRT-350					
4.11.100	New Installation – 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$ 110.00	\$ 110.00
4.11.101	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$ 150.00	\$ 150.00
4.11.102	New Installation – 6-inch x 8-inch x 72-inch Wood Post 3-9	EACH	1	\$ 75.00	\$ 75.00
4.11.103	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-9	EACH	1	\$ 95.00	\$ 95.00
4.11.104	New Installation – 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 18.50	\$ 18.50
4.11.105	Repair - Remove and Replace 6-inch x 8-inch x	EACH	1	\$ 22.50	\$ 22.50

.	14-inch Wood Block				
4.11.106	New Installation – Strut Assembly	EACH	1	\$ 90.00	\$ 90.00
4.11.107	Repair - Remove and Replace Strut Assembly	EACH	1	\$ 110.00	\$ 110.00
4.11.108	New Installation – First Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 150.00	\$ 150.00
4.11.109	Repair - Remove and Replace First Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 190.00	\$ 190.00
4.11.110	New Installation – Second Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 140.00	\$ 140.00
4.11.111	Repair - Remove and Replace Second Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 180.00	\$ 180.00
4.11.112	New Installation – Barrier End Nose Piece	EACH	1	\$ 130.00	\$ 130.00
4.11.113	Repair - Remove and Replace Barrier End Nose Piece	EACH	1	\$ 164.00	\$ 164.00
4.11.114	New Installation – Steel Foundation Tube with Soil Plate	EACH	1	\$ 200.00	\$ 200.00
Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
SRT-350 (continued)					
4.11.115	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	EACH	1	\$ 240.00	\$ 240.00
Terminal End Marker					
4.11.116	New Installation – Type III Black and Yellow Object Marker on End Terminal	EACH	1	\$ 33.00	\$ 33.00
4.11.117	Repair - Install Type III Black and Yellow Object Marker on End Terminal	EACH	1	\$ 33.00	\$ 33.00
Grand Total					\$72,810.00

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: The Lane Construction Corporation
Address: P O Box 800
Roanoke, TX 76262
Contact Name: Alex Rohde
Telephone Number: 940-648-2741

Date of Contract: 4-19-12
Length of Contract: Competed on 10-2-12

Description of Prior Services (include dates):

Guardrail installation on the Kansas City Speedway

2. Prior Services Performed for:

Company Name: Ayuda
Address: 11800 Ridge Park Ste 550
Broomfield CO 80021
Contact Name: Ben Huggins
Telephone Number: 303-999-2148

Date of Contract: 9-14-21
Length of Contract: Completed 10-23-12

Description of Prior Services (include dates):

Guardrail installation in Longbranch, MO

3. Prior Services Performed for:

Company Name: Herzog Contracting
Address: 600 S. Riverside Rd
St. Joseph, MO 64502
Contact Name: Bryan Jones
Telephone Number: 816-233-9001

Date of Contract: 7-25-12
Length of Contract: Completed 11-2-12

Description of Prior Services (include dates):

Guardrail installation on Rt 71 in Andrew County. MoDOT project.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 9, 2012**

Last Date Objections May Be Filed: **April 9, 2012**

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	10/12		\$31.26	55	60	\$19.51
Boilemaker	1/13		\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	7/12		\$28.20	59	7	\$14.83
Carpenter	7/12		\$24.09	60	15	\$13.65
Cement Mason	7/12		\$25.73	9	3	\$10.70
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction)Lineman	9/12		\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator	9/12		\$33.59	43	45	\$5.00 + 37.5%
Groundman	9/12		\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$30.42	28	-7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I	8/12		\$26.16	86	66	\$22.60
Group II	8/12		\$26.16	86	66	\$22.60
Group III	8/12		\$24.91	86	66	\$22.60
Group III-A	8/12		\$26.16	86	66	\$22.60
Group IV	8/12		\$23.93	86	66	\$22.60
Group V	8/12		\$26.86	86	66	\$22.60
Pipe Fitter	8/12	b	\$34.25	91	69	\$25.03
Glazier	2/13	c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	7/12		\$25.09	60	15	\$13.65
Ironworker	8/12		\$27.81	11	8	\$21.04
Painter	7/12		\$21.95	18	7	\$11.42
Plasterer	7/12		\$24.54	94	5	\$12.39
Plumber	8/12	b	\$34.25	91	69	\$25.03
Pile Driver	7/12		\$25.09	60	15	\$13.65
Roofer \ Waterproofoer	2/13		\$28.05	12	4	\$13.59
Sheet Metal Worker	7/12		\$29.35	40	23	\$14.64
Sprinkler Fitter - Fire Protection	12/12		\$30.52	33	19	\$17.95
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

**REPLACEMENT PAGE
BOONE COUNTY**

OVERTIME SCHEDULE - BUILDING 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. 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**

OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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 7:00 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**

OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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) hours' pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 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 \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**REPLACEMENT PAGE
BOONE COUNTY**

OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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 weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his 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 at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**REPLACEMENT PAGE
BOONE COUNTY**

OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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

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

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

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

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, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day 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 work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

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

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

NO. 45: All work performed on New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

ANNUAL WAGE ORDER NO. 19

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Page 1 of 2 Pages

**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: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	7/12	\$29.52	7	16	\$13.50
Millwright	7/12	\$29.52	7	16	\$13.50
Pile Driver	7/12	\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction/Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer	1/13	\$23.19	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer	1/13	\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	8/12	\$25.24	21	5	\$22.50
Group II	8/12	\$24.89	21	5	\$22.50
Group III	8/12	\$24.69	21	5	\$22.50
Group IV	8/12	\$21.04	21	5	\$22.50
Oiler-Driver	8/12	\$21.04	21	5	\$22.50
Laborer					
General Laborer	7/12	\$25.81	2	4	\$11.52
Skilled Laborer	7/12	\$26.41	2	4	\$11.52
Truck Driver-Teamster					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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.

For additional information regarding the application of the Lineman Tree Trimmer and the Groundman Tree Trimmer subcategories of the occupational title of Electrician (Outside-Line Construction/Lineman), see the Labor and Industrial Relations Commission Order of June 21, 2012, in the Matter of Objection Nos. 122-237.

**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 any time 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. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

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

ANNUAL WAGE ORDER NO. 19

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

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.

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 interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: 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. 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.

**REPLACEMENT PAGE
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. 19: 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. 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.

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. 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.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
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 Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16. 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.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 15-21MAR13 - Guardrail-New Installation and Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



Request for Bid (RFB)

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

Amy Robbins Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: arobbins@boonecountymmo.org

Bid Data

Bid Number: **15-21MAR13**
Commodity Title: **Guardrail-New Installation and Repair Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, March 21, 2013**
Time: **10:30 A.M. CST (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: The Purchasing office is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the south Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Thursday, March 21, 2013**
Time: **10:30 A.M. CST**
Location / Address: **Boone County Annex
613 E. Ash Street, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Exhibit A-Prior Experience
Prevailing Wage – Annual Wage Order 19
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
Mobilization -- the activation of Contractor's physical and manpower resources in Boone County. There will be one mobilization charge allowed for each series of work in Boone County, which may involve multiple work sites in Boone County. If County proposes additional work sites while Contractor is already mobilized in Boone County, and Contractor agrees to perform on the same, there will only be one mobilization charge for that entire series of work.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be

seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder’s Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award through December 31, 2013** and may be automatically renewed for up to **an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, traffic control, and supervision to perform **Guardrail-New Installation and Repair Services** to various locations throughout Boone County, Missouri.
- 2.1.1. The contract includes line items on the Response Form to install new, repair or replace major components and assemblies of standard guardrail types or proprietary crashworthy end terminals along County maintained roads. The quantities required by the County may vary throughout the contract period depending on the needs of the County. Some of the identified line items may not be utilized at all during the contract period while others may be utilized more than once.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6. **SCOPE OF WORK**
- 2.6.1. The Contractor shall provide guardrail and end terminal installation, repair and replacement on an as needed basis in response to new projects, vehicle damage and similar sudden occurrence, such as physical damage by the elements. For repairs, the Contractor shall remove all damaged components from the existing structure and repair the structure to specified standards. The Contract will be implemented by the County on an as needed basis throughout the life of the Contract.
- 2.7. **SUB-CONTRACTORS**
- 2.7.1. No subcontractors shall be used without prior **written** approval of the Maintenance Operations Manager.
- 2.8. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
- 2.8.1. The Contractor to whom the guardrail services contract is awarded must provide evidence they have past experience in the type of work as outlined in the attached specifications for a minimum of three (3) years. Exhibit A is attached for the purpose of listing previous work experience.
- 2.8.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.
- 2.8.3. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.8.4. The Contractor must comply with all pertinent requirements of the local codes and utility companies.
- 2.8.5. The Contractor will be responsible for obtaining any and all required permits. The County shall not be responsible for the cost of any such permits.
- 2.9. **TECHNICAL SPECIFICATIONS**

- 2.9.1. **Specifications** – The bid is set up on a term and supply basis. The contract shall include new installation, removal and disposal of the damaged guardrail materials and installation of guardrail and associated materials. The contract will also include the purchase and delivery of the guardrail and associated materials necessary to repair the structure.
- 2.9.2. **Mobilization** – This item shall include the work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to and from Boone County. Mobilization shall be a lump sum cost for each work order. (The work order may consist of more than one work site.)
- 2.9.3. **New Installation** – The Contractor shall install only new components, material, hardware, or other appurtenance as designated in the work order. Contractor shall pay no less than the current Prevailing Wage Determination in force at the time of installation of new guardrail. (See attached current Annual Wage Order 19).
- 2.9.4. **Removal and Replacement of Individual Components** – The Contractor shall remove and replace the existing damaged component, material, hardware, or other appurtenance as designated in the work order. The Contractor shall reuse any undamaged components or materials salvaged from the damaged guardrail system, terminal, or appurtenance in order to provide a fully functional system as designated by the County.
- 2.9.5. **Realigning Posts** – Undamaged posts that are out of alignment shall be realigned. Any voids around the posts shall be securely backfilled with cohesive soil or sand meeting the requirements of Section 1005.2.4 of the 2011 Missouri Standard Specifications for Highway Construction. The backfill shall be thoroughly tamped.
- 2.9.6. **Driving Replacement Posts and Foundation Tubes** – Replacement post or foundation tube may be placed in the same hole as the removed damaged post or tube. The hole shall first be backfilled with a cohesive soil or sand meeting the requirements of Section 1005.2.4 of the 2011 Missouri Standard Specifications for Highway Construction. The backfill shall be thoroughly tamped before driving the replacement post or tube.
- 2.9.7. **Terminal End Marker** – The Contractor shall furnish and install a modified Type III black and yellow object marker on repair of crashworthy end terminals located 12 feet or less from the edge of the roadway.
- 2.9.8. **Blocks** – The Contractor shall use 8-inch x 6-inch x 14-inch wood guardrail blocks for new Type A guardrail installations and installations requiring both post and block. The Contractor may use 6-inch x 6-inch x 14-inch wood blocks for existing locations requiring only block replacement. All existing Type E guardrail installation required guardrail block replacement shall use 8-inch x 6-inch x 21-inch wood blocks.
- 2.9.9. **Work Orders** – The Contractor will receive a written work order from the County directing the type and date of work to be performed at each location. The work order may consist of more than one site requiring repair. The work order will be supplied to the Contractor by fax unless other arrangements are agreed upon. The Contractor shall confirm receipt of each work order by the same means as issued. The Contractor shall complete all work described in each work order within 10 calendar days of the notice to proceed date. The Contractor will be entitled to an extension of contract time because of unsuitable weather conditions when authorized in writing by the County.
- 2.10. **GENERAL CONDITIONS**
- 2.10.1. **Estimated Usage:** This Contract shall be for New Installation and Repair Services for Guardrail on an as needed basis as requested by the County. Based on past usage, the **estimated** total expenditures against this contract are expected to exceed \$5,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.10.2. In the event any provisions of Contract are not fulfilled by Contractor and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within 10 days after such written notice.
- 2.11. **CONTRACTOR'S RESPONSIBILITY/SERVICE REQUIREMENTS**
- 2.11.1. **Work Hours** - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday, 7 a.m. to 5 p.m., excluding holidays. Emergency repair and night repair are not a part of this bid.
- 2.11.2. **Equipment/Safety** - The safety of the Contractor's employees and the public is of prime concern to the

County and the Contractor must take all necessary steps to ensure proper safety during the performance of the Contract. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.

- 2.11.3. **Traffic Control** – The Contractor shall be responsible for providing traffic control at each site. If possible, the Contractor shall maintain at least one lane of traffic open during repair operations. Any road closures must be approved in advance by the County.
- 2.11.4. **Utilities** – The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.
- 2.11.5. **Final Inspection and Approval** - The Contractor shall request the County to conduct site inspections after the project is complete. The County will prepare a “punch-list” during the inspection and will forward a copy of the “punch-list” to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County’s final inspection and written approval.
- 2.11.6. **Property Damage** - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.11.7. **Prevailing Wage** – Shall apply to new installation only, all other work is considered maintenance and is therefore not subject to the prevailing wage.
 - 2.11.7.1. The new installation portion of this contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate(s) for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
 - 2.11.7.2. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
 - 2.11.7.3. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
- 2.11.8. **Records** - The Contractor and each Subcontractor shall keep an accurate record showing 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 representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.
- 2.11.9. **Notices** - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1”) high.
- 2.11.10. **Penalty** - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.
- 2.11.11. **Affidavit of Compliance** - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.11.12. **Wage Determination** - During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
- 2.12. **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.

- 2.12.1. **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.
- 2.12.2. **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.
- 2.12.3. 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 coverages. Should any work be subcontracted, these limits will also apply.
- 2.12.4. **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.
- 2.12.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and 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.
- 2.13. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.14. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri

Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.15. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.15.1. **Inspection of Facilities** - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required.
- 2.15.2. **Inspection of Equipment** - The County reserves the right to inspect the Contractor's equipment and to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.
- 2.15.3. **Invoices** - The County's contract number must appear on the invoice.
- 2.15.4. **Billing and Payment** - Payment for Guardrail Repair Services shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. A list of materials used and the total hours for each material shall accompany the invoice. Monthly statement should be submitted to Boone County Public Works for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.
- 2.15.5. **Pricing** - Contract will be awarded on a firm price for the **initial period ending on December 31, 2013**. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
- 2.15.6. It shall be the responsibility of the Contractor to notify the County of Boone sixty (60) days prior to the end of the contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Amy Robbins, Senior Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: arobbins@boonecountymo.org.
- 2.17. **DESIGNEE**
Manager of Boone County Public Works Maintenance
Address: 5551 Highway 63 South, Columbia, MO 65201
Phone: (573) 449-8515
- 2.18. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

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

Search Results

Current Search Terms: James* H. Drew* corporation*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.817.20130323-2053

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

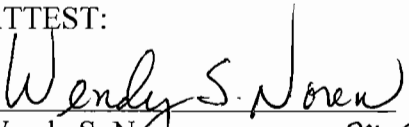
In the County Commission of said county, on the 23rd day of April 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus PC & Peripheral equipment through MRC recycling Center. It is further ordered the Presiding Commissioner is hereby authorized to sign the Request for Disposal forms.

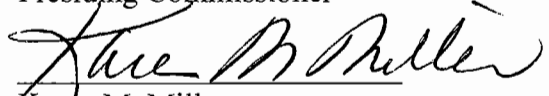
Done this 23rd day of April, 2013

ATTEST:

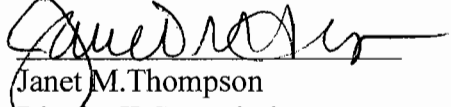

Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Karen M. Miller

District I Commissioner


Janet M. Thompson

District II Commissioner

Boone County Purchasing
David Eagle
Office Specialist



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

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Computer and Peripheral Surplus Disposal
DATE: April 16, 2013

The Purchasing Departments requests permission to dispose of the following list of surplus PC & Peripheral equipment through MRC Recycling Center. MRC Recycling will pick up our surplus at no charge. They are a State of Missouri, DNR Level Four recycling center. No computer items are land-filled. Purchasing will obtain a Certificate of Destruction, and we will let them know that we want everything recycled, not reused so nothing ends up in the landfill.

Prior to Computer surplus coming to Purchasing for disposal, Information Technology has removed the hard-drives for destruction by their department. Their procedure for PC disposal is:

Once all the data is copied or recovered for the user, IT removes the hard drive and memory from the PC. The memory is held to be used for upgrading other PCs at the county that can benefit. IT sometimes removes parts that can be used as spare if the model is current enough. (ie Power Supplies, Video Cards, etc.) The hard drive is held for a minimum of 30 days in case a user identifies something is missing. After 30 days IT may reuse the hard drive in other county PCs if there are failures. If a hard drive goes unused or fails and IT needs to physically dispose of it, they drill a 5/8" hole through the drive and the data platters. Once IT has collection of "drilled" drives, they deliver them to PC recycling vendor, MRC Recycling Center.

MRC Recycling Center certifies that they have picked up the following items and that all items will be recycled, not reused, so nothing ends up in the landfill.

Signature: _____

Date: _____

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	13084	LASER PRINTER	HP LASERJET 2200DN	I.T.	UNKNOWN	
2.	16133	SERVER NETWORK	HP DL380	I.T.	UNKNOWN	
3.	15846	SECURITY APPLIANCE	MIRAGE N-145	I.T.	UNKNOWN	

4.	15428	PC WORKSTATION	HP DC7600	I.T.	UNKNOWN	
5.	15431	19" LCD MONITOR	HP L1955	I.T.	UNKNOWN	
6.	14810	PC WORKSTATION	HP DC7100	I.T.	UNKNOWN	
7.	15446	PC WORKSTATION	HP DC7600	I.T.	UNKNOWN	
8.	14591	PC WORKSTATION	HP D530	I.T.	UNKNOWN	
9.	14597	PC WORKSTATION	HP D530	I.T.	UNKNOWN	
10.	14818	17" LCD MONITOR	HP L1740	I.T.	UNKNOWN	
11.	13091	LASER PRINTER	HP LASERJET 2200DN	I.T.	UNKNOWN	
12.	NO TAG	PRINTER	HP DESKJET 340	I.T.	UNKNOWN	
13.	15263	PRINTER	CANNON PIXMA IP90 CVSA	I.T.	UNKNOWN	
14.	12581	COMPUTER	COMPAQ DESK PRO	I.T.	UNKNOWN	
15.	12752	COMPUTER	CLIENTPRO	I.T.	UNKNOWN	
16.	12583	COMPUTER	COMPAQ DESK PRO	I.T.	UNKNOWN	
17.	NO TAG	PC	DELL	I.T.	UNKNOWN	
18.	12595	COMPUTER	COMPAQ DESK PRO	I.T.	UNKNOWN	
19.	12585	COMPUTER	COMPAQ DESK PRO	I.T.	UNKNOWN	

20.	12579	COMPUTER	COMPAQ DESK PRO	I.T.	UNKNOWN	
21.	NO TAG	VIDEO MONITOR		I.T.	UNKNOWN	
22.	14307	LAPTOP	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
23.	14309	LAPTOP	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
24.	14308	LAPTOP	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
25.	14303	LAPTOP	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
26.	14301	LAPTOP	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
27.	14305	LAPTOP	PANASONIC TOUGHBOOK CF29	I.T.	UNKNOWN	
28.	14888	PC WORKSTATION	HP DC7100	I.T.	UNKNOWN	
29.	14420	PC WORKSTATION	HP D530	I.T.	UNKNOWN	
30.	13473	PC WORKSTATION	GATEWAY E3600	I.T.	UNKNOWN	
31.	14593	PC WORKSTATION	HP D530	I.T.	UNKNOWN	
32.	14997	17" LCD MONITOR	HP L1740	I.T.	UNKNOWN	
33.	15611	17" LCD MONITOR	HP L1740	I.T.	UNKNOWN	
34.	15370	PC WORKSTATION	HP DC7600	I.T.	UNKNOWN	
35.	15029	PC WORKSTATION	HP DC7100	I.T.	UNKNOWN	
36.	15485	PC WORKSTATION	HP DC7600	I.T.	UNKNOWN	

37.	14467	FAX	PANAFAX UF-890	I.T.	UNKNOWN	
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cc: Caryn Ginter, Auditor
Surplus File

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

APR - 2 2013

BOONE COUNTY AUDITOR

DATE : April 1, 2013

FIXED ASSET TAG NUMBER: 00013084

DESCRIPTION HP LASERJET 2200DN
PRINTER LASER

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2001 - NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

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

DEPARTMENT: INFORMATION TECHNOLOGY 1710 SIGNATURE Judy

AUDITOR

ORIGINAL PURCHASE DATE	<u>7/19/2001</u>	RECEIPT INTO	<u>1190-3835</u>
ORIGINAL COST	<u>1,334.61</u>	TRANSFER CONFIRMED	_____
ORIGINAL FUNDING SOURCE	<u>2731</u>		
ASSET GROUP	<u>1603</u>		

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE [Signature]

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY APR - 2 2013

DATE : April 2, 2013

FIXED ASSET TAG NUMBER: 00016133

BOONE COUNTY AUDITOR

DESCRIPTION HP DL380
SERVER NETWORK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: NO HARD DRIVE / NO RAM

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT/IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

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

DEPARTMENT: INFORMATION TECHNOLOGY 1170 SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE	<u>4/10/2007</u>	RECEIPT INTO	<u>1190-3835</u>
ORIGINAL COST	<u>5,601.00</u>	TRANSFER CONFIRMED	_____
ORIGINAL FUNDING SOURCE	<u>2731</u>		
ASSET GROUP	<u>1603</u>		

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____
 LOCATION WITHIN DEPARTMENT _____
 INDIVIDUAL _____
 TRADE AUCTION SEALED BIDS
 OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

APR - 2 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : April 2, 2013

FIXED ASSET TAG NUMBER: 00015846

DESCRIPTION MIRAGE N-145
SECURITY APPLIANCE

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: NO HARD DRIVE

REASON FOR DISPOSITION: REPLACEMENT

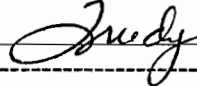
COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

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

DEPARTMENT: INFORMATION TECHNOLOGY 1170

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 3/6/2007
ORIGINAL COST 14,123.20
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1403

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE _____



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY **RECEIVED**

DATE : April 2, 2013

FIXED ASSET TAG NUMBER: 00015428

APR - 2 2013

DESCRIPTION HP DC7600
PC WORKSTATION

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

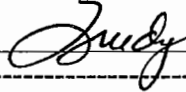
COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

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

DEPARTMENT: AUDITOR 1110

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 5/5/2006
ORIGINAL COST 1,695.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : March 27, 2013

FIXED ASSET TAG NUMBER: 00015431

RECEIVED

DESCRIPTION HP L1955
MONITOR LCD 19 INCH

MAR 27 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: INFORMATION TECHNOLOGY 1170

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 5/5/2006
ORIGINAL COST 410.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190 - 3585
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

MAR 29 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : March 28, 2013

FIXED ASSET TAG NUMBER: 00014810

DESCRIPTION HP DC7100
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

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

DEPARTMENT: PROSECUTING ATTORNEY 1261 SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 4/20/2005 RECEIPT INTO 1190-3835
ORIGINAL COST 976.00
ORIGINAL FUNDING SOURCE 2731 TRANSFER CONFIRMED _____
ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY APR - 5 2013

DATE : April 5, 2013

FIXED ASSET TAG NUMBER: 00014591

BOONE COUNTY AUDITOR

DESCRIPTION HP D530
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) ~~DOES~~/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

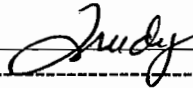
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF *1251*

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE *9/24/2004*
ORIGINAL COST *1,077.00*
ORIGINAL FUNDING SOURCE *2744*
ASSET GROUP *1603*

RECEIPT INTO *1190-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *193-2013*

DATE APPROVED *4-23-13*

SIGNATURE 

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY APR - 5 2013

DATE : April 5, 2013

FIXED ASSET TAG NUMBER: 00014597

BOONE COUNTY AUDITOR

DESCRIPTION HP D530
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

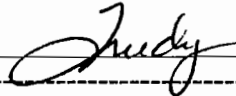
COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

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

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/24/2004
ORIGINAL COST 1,077.00
ORIGINAL FUNDING SOURCE 2744
ASSET GROUP 1403

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

APR - 5 2013

BOONE COUNTY AUDITOR

DATE : April 5, 2013

FIXED ASSET TAG NUMBER: 00014818

DESCRIPTION HP L1740
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

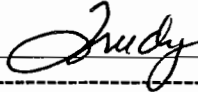
COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

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

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 4/20/2005
ORIGINAL COST 319.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

APR - 5 2013

BOONE COUNTY AUDITOR

DATE : April 5, 2013

FIXED ASSET TAG NUMBER: 00013091

DESCRIPTION HP LASERJET 2200DN
PRINTER LASER

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

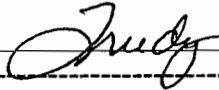
COUNTY/COURT-IT DEPT. (circle one) ~~DOES~~/DOES NOT (circle one) NO WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

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

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 7/19/2001
ORIGINAL COST 1,334.61
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

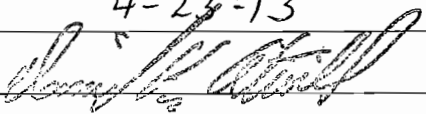
INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

RECEIVED

MAR 18 2013

BOONE COUNTY

BOONE COUNTY AUDITOR

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 3-15-2013

FIXED ASSET TAG NUMBER: none

DESCRIPTION: HP Deskjet 340 printer

REQUESTED MEANS OF DISPOSAL: any

OTHER INFORMATION: old

CONDITION OF ASSET: unknown

REASON FOR DISPOSITION: no longer need

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR IT'S OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 3-15-2013

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 1190-3835

ORIGINAL COST _____ GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____ GRANT NAME _____

ASSET GROUP _____ % FUNDING _____

AGENCY _____ DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE: 3-6-13

FIXED ASSET TAG NUMBER: 15263

MAR - 7 2013

DESCRIPTION: Cannon Pixma IP90 CVSA Printer

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Disposal

OTHER INFORMATION:

CONDITION OF ASSET: Not working, not worth repairing

REASON FOR DISPOSITION: : Not working, not worth repairing

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

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

DEPARTMENT: Sheriff's

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 11/30/2005

RECEIPT INTO 1190-3835

ORIGINAL COST 249.98

GRANT FUNDED (Y/N) Y

ORIGINAL FUNDING SOURCE 2744

GRANT NAME Edward Byrne Memorial Justice Assistance

% FUNDING 100

ASSET GROUP 1603

AGENCY US Dept of Justice

DOCUMENTATION ATTACHED (Y/N) N

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

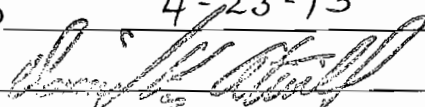
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAR 11 2013

DATE : 02/28/2013

FIXED ASSET TAG NUMBER: 12581

BOONE COUNTY AUDITOR

DESCRIPTION: Compaq Desk Pro computer for Corsair system- no longer compatible with existing system

REQUESTED MEANS OF DISPOSAL: your choice

OTHER INFORMATION:

CONDITION OF ASSET: used-acceptable

REASON FOR DISPOSITION: no longer compatible with existing system

COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

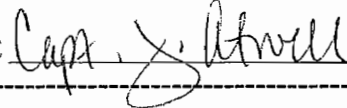
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: today

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff-Jail 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 12/20/2000

RECEIPT INTO 2800-3835

ORIGINAL COST \$ 1,192.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2780

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1603

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

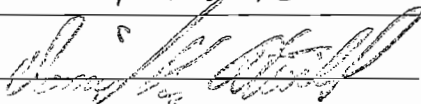
____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE



BOONE COUNTY

RECEIVED

MAR 11 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : 02/28/2013

FIXED ASSET TAG NUMBER: 12752

DESCRIPTION: Clientpro computer for Corsair system- no longer compatible with existing system
Morpho - Track

REQUESTED MEANS OF DISPOSAL: your choice

OTHER INFORMATION:

CONDITION OF ASSET: used-acceptable

REASON FOR DISPOSITION: no longer compatible with existing system

COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: today

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff-Jail *1251*

SIGNATURE

Capt. J. Atwell

AUDITOR

ORIGINAL PURCHASE DATE *12/27/2000*

RECEIPT INTO *1190-3835*

ORIGINAL COST *10,650.00*

GRANT FUNDED (Y/N) *Y*

ORIGINAL FUNDING SOURCE *2744*

GRANT NAME *Edward Byrne Memorial Justice Assistance*

% FUNDING *100*

ASSET GROUP *1603*

AGENCY *U.S. Dept of Justice*

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *193-2013*

DATE APPROVED *4-23-13*

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAY 1 2013

DATE : 02/28/2013

FIXED ASSET TAG NUMBER: 12583

BOONE COUNTY AUDITOR

DESCRIPTION: Compaq Desk Pro computer for Corsair system- no longer compatible with existing system

REQUESTED MEANS OF DISPOSAL: your choice

OTHER INFORMATION:

CONDITION OF ASSET: used-acceptable

REASON FOR DISPOSITION: no longer compatible with existing system

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: today

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

DEPARTMENT: Sheriff-Jail 1251

SIGNATURE Capt. J. Atwell

AUDITOR

ORIGINAL PURCHASE DATE 12/20/2000

RECEIPT INTO 2800-3835

ORIGINAL COST 1,192.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2780

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1603

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE [Signature]

RECEIVED

BOONE COUNTY

MAR 18 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 3-15-2013

FIXED ASSET TAG NUMBER: none

DESCRIPTION: Dell PC with serial number 5G0JVD1, model DCNE

REQUESTED MEANS OF DISPOSAL: any

OTHER INFORMATION: n/a

CONDITION OF ASSET: bad

REASON FOR DISPOSITION: bad

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 3-15-2013

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

DEPARTMENT: Sheriff

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 1190-3835

ORIGINAL COST _____ > GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____ GRANT NAME _____

ASSET GROUP _____ % FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

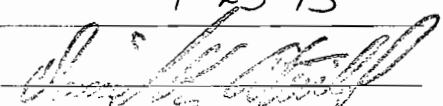
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAR 11 2013

BOONE COUNTY AUDIT

DATE : 02/28/2013

FIXED ASSET TAG NUMBER: 12595

DESCRIPTION: Compaq Desk Pro computer for Corsair system- no longer compatible with existing system

REQUESTED MEANS OF DISPOSAL: your choice

OTHER INFORMATION:

CONDITION OF ASSET: used-acceptable

REASON FOR DISPOSITION: no longer compatible with existing system

COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: today

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff-Jail 1251

SIGNATURE

AUDITOR

ORIGINAL PURCHASE DATE 12/26/2000

RECEIPT INTO 2800-3835

ORIGINAL COST 1,192.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2780

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1603

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

MAR 11 2013

DATE : 02/28/2013

FIXED ASSET TAG NUMBER: 12585

DESCRIPTION: Compaq Desk Pro computer for Corsair system- no longer compatible with existing system

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: your choice

OTHER INFORMATION:

CONDITION OF ASSET: used-acceptable

REASON FOR DISPOSITION: no longer compatible with existing system

COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: today

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff-Jail 1251

SIGNATURE Capt. J. Johnson

AUDITOR

ORIGINAL PURCHASE DATE 12/20/2000

RECEIPT INTO 2800-3835

ORIGINAL COST 1,192.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2780

GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE [Signature]

BOONE COUNTY

RECEIVED

MAR 11 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : 02/28/2013

FIXED ASSET TAG NUMBER: 12579

DESCRIPTION: Compaq Desk Pro computer for Corsair system- no longer compatible with existing system

REQUESTED MEANS OF DISPOSAL: your choice

OTHER INFORMATION:

CONDITION OF ASSET: used-acceptable

REASON FOR DISPOSITION: no longer compatible with existing system

COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: today

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff-Jail 1251

SIGNATURE

Capt. J. Atwell

AUDITOR

ORIGINAL PURCHASE DATE 12/20/2000

RECEIPT INTO 2800 - 3835

ORIGINAL COST 1,192.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2780

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1603

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY ^{PER 11} 2012

DATE : 12-31-12

FIXED ASSET TAG NUMBER: none

BOONE COUNTY AUDITOR

DESCRIPTION: Video monitor, S/N = 99010183

REQUESTED MEANS OF DISPOSAL: any

OTHER INFORMATION: n/a

CONDITION OF ASSET: bad picture

REASON FOR DISPOSITION: old, bad picture, doesn't always work

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 12-31-12

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

DEPARTMENT: Sheriff

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

ASSET GROUP _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

RECEIVED

MAR - 5 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : March 5, 2013

FIXED ASSET TAG NUMBER: 00014307

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is ~~applicable~~ to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

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

DEPARTMENT: SHERIFF 1251 SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 2/24/2004 RECEIPT INTO 2901-3835
ORIGINAL COST 3,490.75
ORIGINAL FUNDING SOURCE 2787 TRANSFER CONFIRMED _____
ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____
LOCATION WITHIN DEPARTMENT _____
INDIVIDUAL _____
____ TRADE ____ AUCTION ____ SEALED BIDS
____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013
DATE APPROVED 4-23-13
SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY MAR - 5 2013

DATE : March 5, 2013

FIXED ASSET TAG NUMBER: 00014309

BOONE COUNTY AUDITOR

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF *1251*

SIGNATURE *Judy Fisher*

AUDITOR

ORIGINAL PURCHASE DATE *2/24/2004*
ORIGINAL COST *3,490.75*
ORIGINAL FUNDING SOURCE *2787*
ASSET GROUP *1603*

RECEIPT INTO *2901-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *193-2013*

DATE APPROVED *4-23-13*

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

MAR - 5 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : March 5, 2013

FIXED ASSET TAG NUMBER: 00014308

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

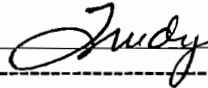
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 2/24/2004
ORIGINAL COST 3,490.75
ORIGINAL FUNDING SOURCE 2787
ASSET GROUP 1603

RECEIPT INTO 2901-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

RECEIVED

MAR - 5 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : March 5, 2013

FIXED ASSET TAG NUMBER: 00014303

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) ~~DOES/DOES NOT~~ (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF

1251

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE *2/24/2004*
ORIGINAL COST *3,490.75*
ORIGINAL FUNDING SOURCE *2787*
ASSET GROUP *1603*

RECEIPT INTO *2901-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *193-2013*

DATE APPROVED *4-23-13*

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAR - 5 2013

BOONE COUNTY AUDITOR

DATE : March 5, 2013

FIXED ASSET TAG NUMBER: 00014301

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF *1251*

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE *2/24/2004*
ORIGINAL COST *3,490.75*
ORIGINAL FUNDING SOURCE *2787*
ASSET GROUP *1603*

RECEIPT INTO *2901-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *193-2013*

DATE APPROVED *4-23-13*

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAR - 5 2013

BOONE COUNTY AUDITOR

DATE : March 5, 2013

FIXED ASSET TAG NUMBER: 00014305

DESCRIPTION PANASONIC TOUGHBOOK CF29
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

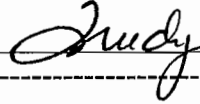
COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

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

DEPARTMENT: SHERIFF

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____
ORIGINAL COST _____
ORIGINAL FUNDING SOURCE _____
ASSET GROUP _____

RECEIPT INTO _____
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

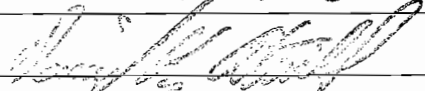
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

RECEIVED

MAR 13 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : March 13, 2013

FIXED ASSET TAG NUMBER: 00014888

DESCRIPTION HP DC7100
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO ~~TRANSFER THIS ITEM FOR ITS OWN USE~~ (this item is ~~applicable to computer equipment only~~)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

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

DEPARTMENT: SHERIFF *1251* SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 4/20/2005 RECEIPT INTO 1190-3835
ORIGINAL COST 976.00
ORIGINAL FUNDING SOURCE 2731 TRANSFER CONFIRMED _____
ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

MAR - 5 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : March 5, 2013

FIXED ASSET TAG NUMBER: 00014420

DESCRIPTION HP D530
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (~~circle one~~) DOES/DOES NOT (~~circle one~~) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

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

DEPARTMENT: PUBLIC ADMINISTRATOR 1200

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 6/3/2004
ORIGINAL COST 1,018.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY MAR 12 2013

DATE : March 12, 2013

FIXED ASSET TAG NUMBER: 00013473

BOONE COUNTY AUDITOR

DESCRIPTION GATEWAY E3600
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

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

DEPARTMENT: FACILITIES & GROUNDS MTCE

SIGNATURE



6100

AUDITOR

ORIGINAL PURCHASE DATE 7/16/2002
ORIGINAL COST 1,080.20
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

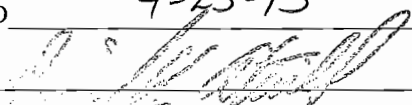
INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAR 12 2013

BOONE COUNTY AUDITOR

DATE : March 12, 2013

FIXED ASSET TAG NUMBER: 00014593

DESCRIPTION HP D530
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) ~~DOES/DOES NOT~~ (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

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

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/24/2004
ORIGINAL COST 1,077.00
ORIGINAL FUNDING SOURCE 2744
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAR 12 2013

DATE : March 12, 2013

FIXED ASSET TAG NUMBER: 00014997

BOONE COUNTY AUDITOR

DESCRIPTION HP L1740
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2005 - NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In IT Printer Room*

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

DEPARTMENT: SHERIFF 1251 SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 4/20/2005 RECEIPT INTO 1190-3835
ORIGINAL COST 319.00
ORIGINAL FUNDING SOURCE 2731 TRANSFER CONFIRMED _____
ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

MAR 12 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : March 12, 2013

FIXED ASSET TAG NUMBER: 00015611

DESCRIPTION HP L1740
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2006 - NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

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

DEPARTMENT: SHERIFF 1251

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 8/24/2006
ORIGINAL COST 227.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

MAR 12 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : March 12, 2013

FIXED ASSET TAG NUMBER: 00015370

DESCRIPTION HP DC7600
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

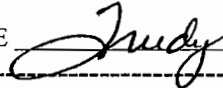
COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

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

DEPARTMENT: SHERIFF 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 3/30/2006
ORIGINAL COST 957.00
ORIGINAL FUNDING SOURCE 2787
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE 

RECEIVED

MAR 12 2013

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY BOONE COUNTY AUDITOR

DATE : March 12, 2013

FIXED ASSET TAG NUMBER: 00015029

DESCRIPTION HP DC7100
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

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

DEPARTMENT: SHERIFF 1251

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 6/15/2005
ORIGINAL COST 1,074.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1403

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013

DATE APPROVED 4-23-13

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY MAR 12 2013

DATE : March 12, 2013

FIXED ASSET TAG NUMBER: 00015485

BOONE COUNTY AUDITOR

DESCRIPTION HP DC7600
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is ~~applicable~~ to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

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

DEPARTMENT: SHERIFF *1251* SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE	<u>5/22/2006</u>	RECEIPT INTO	<u>1190-3835</u>
ORIGINAL COST	<u>1,095.00</u>	TRANSFER CONFIRMED	_____
ORIGINAL FUNDING SOURCE	<u>2731</u>		
ASSET GROUP	<u>1603</u>		

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____
 LOCATION WITHIN DEPARTMENT _____
 INDIVIDUAL _____
 TRADE AUCTION SEALED BIDS
 OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 193-2013
 DATE APPROVED 4-23-13
 SIGNATURE *[Signature]*

BOONE COUNTY

DEC 27 2012

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 12/26/12

FIXED ASSET TAG NUMBER: 14467

DESCRIPTION: PANAFAX UF-890

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

CONDITION OF ASSET: POOR

REASON FOR DISPOSITION: POOR

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: WHEN NEW ONE ARRIVES TO REPLACE IT.

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

DEPARTMENT: 1221

Christy Blakemore

SIGNATURE

AUDITOR

ORIGINAL PURCHASE DATE 4/27/2004

RECEIPT INTO 1190-3835

ORIGINAL COST 912.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1401

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 16-2013

DATE APPROVED JAN. 10, 2013

SIGNATURE *[Signature]*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 23rd day of April 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Collector's Office covering the transfer of the excess tax maintenance fund balance to the general fund per RSMO 52.317.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2110	83917	Collector Tax Maintenance	OTO: To General Fund		64,714
1190	03917	Non-Departmental	OTI: From Special Revenue		64,714

Done this 23rd of April, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI RECEIVED

March 27, 2013

EFFECTIVE DATE

MAR 27 2013

FOR AUDITORS USE

Department					Account					BOONE COUNTY AUDITOR		(Use whole \$ amounts)	
										Department Name	Account Name	Decrease	Increase
2	1	1	0		8	3	9	1	7	Collector Tax Maint	OTO: To General Fund		64,714.00
1	1	9	0		0	3	9	1	7	Non-Departmental	OTI: From Special Rev		64,714.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **Covering the transfer of the excess tax maintenance fund balance to the general fund per RSMo 52.317.**

Patricia S. Jansmeyer
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda

W 3/27/13
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

Max Maintenance Fund-- Determination of Transfer of Fund Balance to General Fund

End Balance Dec 31, 2011 \$ 305,569 ✓
 Maximum Fund Balance 240,855
 Amount to be Transferred 64,714

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Approved Budget (with final revisions)	481,710 ✓	-	-	-	-	-	-	-	-	-
0% Max Fund Balance (RSMo 52.317)	240,855	-	-	-	-	-	-	-	-	-
Transferred										

Year 2012 Opening Balance 291,108.70
 Fund 211 COLLECTOR TAX MAINTENANCE FUND Actual YTD Credits 190,234.90
 Acct 2913 BEG FUND BAL (UNRESERVED) Actual YTD Debits 175,774.35
 Account Type Q EQUITY
 Normal Balance C CREDIT Current Balance 305,569.25

Period	Debits	Credits	Current Balance
January			291,108.70
February			291,108.70
March			291,108.70
April			291,108.70
May			291,108.70
June			291,108.70
July			291,108.70
August			291,108.70
September			291,108.70
October			291,108.70
November			291,108.70
December			291,108.70
Post Closing	175,774.35	190,234.90	305,569.25

2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

0.*C

379,752.00*+
 13,881.00 +
 2,025.00 +
 2,835.00 +
 1,320.00 +
 35,295.00 +
 41,602.00 +
 007
 481,710.00 *

Dept 1150
 2011 Operating Budget

Fund Statement - Tax Maintenance Fund 211 (Nonmajor)

	2011 Actual	2012 Budget	2012 Actual	2013 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	180,072	181,921	189,090	182,721
Fines and Forfeitures	-	-	-	-
Interest	1,662	2,148	1,145	1,225
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	181,734	184,069	190,235	183,946
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	-	-	-	-
Fund Balance Used for Operations	14,400	48,944	-	67,345
TOTAL FINANCIAL SOURCES	\$ 196,134	233,013	190,235	251,291
 FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	1,956	-	1,956
Materials & Supplies	2,194	900	46	900
Dues Travel & Training	1,558	11,000	5,299	11,000
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	119,782	131,900	121,292	138,142
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	38,121	-	32,679
Fixed Asset Additions	5,907	-	-	1,900
Total Expenditures	129,441	183,877	126,637	186,577
Other Financing Uses				
Transfer Out to other funds	66,693	49,136	49,136	64,714
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	66,693	49,136	49,136	64,714
TOTAL FINANCIAL USES	\$ 196,134	233,013	175,773	251,291
 FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 329,797	291,109	291,109	305,571
Less encumbrances, beginning of year	(24,288)	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	(14,400)	(48,944)	14,462	(67,345)
FUND BALANCE (GAAP), end of year	291,109	242,165	305,571	238,226
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year				
	\$ -	-	-	-
NET FUND BALANCE, end of year	\$ 291,109	242,165	305,571	238,226

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 23rd day of April 20 13
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to hire one (1) Records PT Pool employee at the hourly rate of \$14.58.

Done this 23rd day of April, 2013

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

REQUEST TO HIRE ABOVE SALARY RANGE MID-POINT BOONE COUNTY

Description of form: To request approval to hire between 101% - 120% of the salary range mid-point Commission Order 25-2004

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Pat Quint Department Sheriff

Position Title Records PT Pool Position No. 591

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: \$14.58 % of Mid-Point 114

No. of employees in this job classification within your Department? 4

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level).

Pat was hired in 2002 and has been in a records position since 2003. Pat retired from the Sheriff's Department in February 2013 to spend more time with her family. Pat's knowledge of this job is valuable to us while we train two new employees.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

Pat will be paid more than both new hires. She is also paid more than one other records specialist who has only been in the records position since December 2012 and was already making less than Pat. This should not affect them as Pat has 10 years of experience in this position.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

This should not affect any other position.

Additional comments:

Pat agreed to come back in a pool position; shortly after she retired we lost another records specialist. Pat's knowledge in records will help us be able to focus on hiring two new employees and training them while knowing the day to day tasks of records will continue.

Administrative Authority's Signature: Dwayne Carey Date: 4-22-13

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: [Signature] Date: 04/22/13

Human Resource Director's Recommendations: _____

Human Resource Director's Signature: _____ Date: _____

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 4-25-13

District I Commissioner's Signature: [Signature] Date: 4/23/13

District II Commissioner's Signature: [Signature] Date: 4/23/13

196-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 23rd day of April 20 13

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 request by the Sheriff's Department for the Deputy Sheriff Salary Supplementation Fund.

Done this 23rd day of April, 2013.

ATTEST:

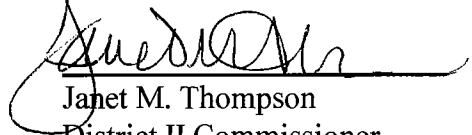
Wendy S. Noren
Wendy S. Noren my
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Application

19815 - 2014 DSSSF - Final

21532 - Deputy Sheriff Salary Supplementation Fund
Deputy Sheriff Salary Supplementation Fund (DSSSF)

Status: Editing Submitted Date:

Applicant Information

Primary Contact:

Name*: Ms. Leasa Quick
Title First Name Last Name
Job Title*: Budget Administrator
Email*: LQuick@boonecountymo.org
Mailing Address*: Boone County Sheriff's Department
Street Address 1: 2121 County Drive
Street Address 2:
* Columbia Missouri 65202
City State/Province Postal Code/Zip
Phone*: 573-876-2149 Ext.
Fax*: 573-874-8953

Organization Information

Applicant Agency*: Boone County, Sheriff's Office
Organization Type*: Government
Federal Tax ID#*: 436000349
DUNS #*: 182739177
CCR Code: 4KKC8 05/25/2012
Valid Until Date
Organization Website: http://www.boonecountymo.org/sheriff/
Mailing Address*: 2121 E. County Dr.

Street Address 1:

Street Address 2:

City* Columbia Missouri 65202 9064
City State/Province Postal Code/Zip + 4

County:* Boone

Congressional District:* 04

Phone:* 573-875-1111 Ext.

Fax:* 573-874-8953

Contact Information

Authorized Official

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract. The Authorized Official, therefore, shall be the County Commissioner, except in the case of the St. Louis City, which should be the Mayor.

Name:* Mr. Daniel Atwill
Title First Name Last Name

Job Title:* Commissioner

Agency:* County of Boone

Mailing Address:* 801 East Walnut, Rm. 333
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:
If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65201
City State Zip

Email:* datwill@boonecountymo.org

Phone:* 573-886-4305 Ext.

Fax:* 573-886-4311

Project Director

The Project Director is the individual that will have direct oversight of the proposed project. The Project Director, therefore, shall be the Sheriff.

Name:* Sheriff Dwayne Carey
Title First Name Last Name

Job Title:* Sheriff

Agency:* Boone County Sheriff's Department

Mailing Address:* 2121 County Drive
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:*

Columbia	Missouri	65202
City	State	Zip

Email:* dcarey@boonecountymo.org

Phone:* 573-876-6101

Ext.

Fax:* 573-874-8953

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level. The Fiscal Officer, therefore, shall be the County Treasurer, or person of similar duty.

Name:*	Ms.	Nicole	Galloway
	Title	First Name	Last Name

Job Title:* Treasurer

Agency:* Boone County Treasurer's Office

Mailing Address:* 801 E. Walnut, Rm. 205
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:*

Columbia	Missouri	65201
City	State	Zip

Email:* ngalloway@boonecountymo.org

Phone:* 573-886-4365

Ext.

Fax* 573-886-4369

Officer in Charge (if applicable)

The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project, if different than the Project Director listed above. This individual will be the primary contact for day-to-day questions regarding the grant project and operations.

Name:	Captain	Chad	Martin
	Title	First Name	Last Name

Job Title: Captain

Agency: Boone County Sheriff's Department

Mailing Address: 2121 County Drive
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip: Columbia Missouri 65202
City State Zip
Email: cmartin@boonecountymo.org
Phone: 573-876-6101 Ext.
Fax: 573-874-8953

Project Summary

Application Type:* Continuation

Current Contract Number(s): 2013-DSSSF-007

Program Category:* N/A

Project Type:* Local

Geographic Area:* County of Boone, located in central Missouri.

Brief Summary:* The Boone County Sheriff's Department is requesting continuing deputy sheriff salary supplementation funds from this program so we may continue to enhance deputy salaries and make the Boone County Sheriff's Department more appealing to prospective applicants, while at the same time increasing employee retention.

Boone County Deputies have received a five percent increase in their pay in the last five years, two percent in 2012 and three percent in 2013. This amount is inadequate in keeping up with inflation over the same five year period. Currently the continuation of this supplementation program is the only way we can be competitive with other agencies our size offering higher salaries. We feel like the additional wages each of our deputies will receive has increased morale and made our department more appealing in the field of law enforcement. If awarded a continuation of this funding we plan to add this incentive into our recruitment process as we feel this will make our department more appealing to prospective employees. We have staff on hand to handle the disbursements and reporting and have not had any problems in this area. Our payroll procedures are in place to ensure all county offices are in compliance with the requirements for this program.

Program Income Generated:* No

Personnel

Name	Title	Employment Status	Licensed	Hire Date	Annual Salary	Supplemental Salary per Pay Period	Number of Pay Periods	Total Cost
Anderson, Andy	Investigator	FT	Yes	04241985	\$51,417.60	\$143.00	12.0	\$1,716.00
Antimi, Domenica	Deputy Sheriff	FT	Yes	12272005	\$40,768.00	\$143.00	12.0	\$1,716.00
Atwell, Jenny	Captain	FT	Yes	06161993	\$66,726.40	\$143.00	12.0	\$1,716.00
Biggerstaff, Ray	Deputy Sheriff	FT	Yes	05281986	\$46,696.00	\$143.00	12.0	\$1,716.00
Bounds, Cody	Deputy Sheriff	FT	Yes	02012011	\$37,523.20	\$143.00	12.0	\$1,716.00
Boyce, Kenneth	Deputy Sheriff	FT	Yes	09091999	\$42,140.80	\$143.00	12.0	\$1,716.00
Boyd, Micah	Deputy Sheriff	FT	Yes	04252005	\$39,852.80	\$143.00	12.0	\$1,716.00
Brewer, Warren	Chief Jailer	FT	Yes	12131982	\$75,150.40	\$143.00	12.0	\$1,716.00
Burkholder, Ell	Deputy Sheriff	FT	Yes	03172006	\$39,062.40	\$143.00	12.0	\$1,716.00
Chinn, Heath	Investigator	FT	Yes	07082003	\$46,716.80	\$143.00	12.0	\$1,716.00
Cleeton, Tracey	Deputy Sheriff	FT	Yes	11082004	\$40,206.40	\$143.00	12.0	\$1,716.00
Collins, Andy	Deputy Sheriff	FT	Yes	12272005	\$40,227.20	\$143.00	12.0	\$1,716.00
Cook, Marcia	Deputy Sheriff	FT	Yes	01011985	\$46,841.60	\$143.00	12.0	\$1,716.00
Coonrod, Steven	Deputy Sheriff	FT	Yes	10162008	\$38,646.40	\$143.00	12.0	\$1,716.00
Dietzel, Larry	Deputy Sheriff	FT	Yes	07131987	\$44,532.80	\$143.00	12.0	\$1,716.00
Dodson, Derrick	Deputy Sheriff	FT	Yes	04082002	\$41,828.80	\$143.00	12.0	\$1,716.00
Dooley, Bruce	Deputy Sheriff	FT	Yes	08/19/2012	\$34,964.80	\$143.00	12.0	\$1,716.00
Dotson, Jared	Deputy Sheriff	FT	Yes	09/25/2012	\$34,964.80	\$143.00	12.0	\$1,716.00
Dunlap, Jason	Deputy Sheriff	FT	Yes	11262012	\$33,113.60	\$143.00	12.0	\$1,716.00
Eaton, Eran	Deputy Sheriff	FT	Yes	06282011	\$37,523.20	\$143.00	12.0	\$1,716.00
Edwards, Gabe	Deputy Sheriff	FT	Yes	08062004	\$41,641.60	\$143.00	12.0	\$1,716.00
Evans, Andy	Deputy Sheriff	FT	Yes	11012004	\$43,638.40	\$143.00	12.0	\$1,716.00
Fowler, Trevor	Deputy Sheriff	FT	Yes	05171995	\$42,452.80	\$143.00	12.0	\$1,716.00
German, Gary	Captain	FT	Yes	12231996	\$69,513.60	\$143.00	12.0	\$1,716.00
Hoskins, Keith	Captain	FT	Yes	03211986	\$67,995.20	\$143.00	12.0	\$1,716.00
Infield,	Deputy							

Sterling	Sheriff	FT	Yes	06232008	\$38,272.00	\$143.00	12.0	\$1,716.00
James, Craig	Deputy Sheriff	FT	Yes	01312005	\$41,683.20	\$143.00	12.0	\$1,716.00
Jameson, Jason	Deputy Sheriff	FT	Yes	07022003	\$41,766.40	\$143.00	12.0	\$1,716.00
Jameson, Jessica	Investigator	FT	Yes	01102001	\$45,780.80	\$143.00	12.0	\$1,716.00
Krohn, Mike	Sergeant	FT	Yes	09222001	\$51,708.80	\$143.00	12.0	\$1,716.00
Leer, Brian	Sergeant	FT	Yes	10282003	\$49,046.40	\$143.00	12.0	\$1,716.00
Lester, Chris	Investigator	FT	Yes	03102003	\$46,696.00	\$143.00	12.0	\$1,716.00
Luntsford, Andrea	Investigator	FT	Yes	08192002	\$48,006.40	\$143.00	12.0	\$1,716.00
Luntsford, Clark	Investigator	FT	Yes	06061997	\$48,235.20	\$143.00	12.0	\$1,716.00
Martin, Chad	Captain	FT	Yes	08021999	\$65,936.00	\$143.00	12.0	\$1,716.00
McGruder, Shawn	Deputy Sheriff	FT	Yes	12201999	\$41,745.60	\$143.00	12.0	\$1,716.00
Nardoni, Mark	Deputy Sheriff	FT	Yes	04122008	\$39,208.00	\$143.00	12.0	\$1,716.00
O'Sullivan, Thomas	Investigator	FT	Yes	09191988	\$50,336.00	\$143.00	12.0	\$1,716.00
Painter, Mike	Deputy Sheriff	FT	Yes	05022005	\$39,873.60	\$143.00	12.0	\$1,716.00
Perkins, Anthony	Deputy Sheriff	FT	Yes	07121999	\$42,182.40	\$143.00	12.0	\$1,716.00
Perkins, James	Sergeant	FT	Yes	05172000	\$49,441.60	\$143.00	12.0	\$1,716.00
Perkins, Mike	Sergeant	FT	Yes	08081996	\$50,918.40	\$143.00	12.0	\$1,716.00
Perkins, Tracy	Investigator	FT	Yes	08181993	\$47,964.80	\$143.00	12.0	\$1,716.00
Reddin, Thomas	Major	FT	Yes	02011986	\$73,320.00	\$143.00	12.0	\$1,716.00
Robbins, Lance	Sergeant	FT	Yes	05051997	\$52,062.40	\$143.00	12.0	\$1,716.00
Robison, Dale	Deputy Sheriff	FT	Yes	08181975	\$46,841.60	\$143.00	12.0	\$1,716.00
Robison, RoxAnne	Deputy Sheriff	FT	Yes	10162004	\$41,953.60	\$143.00	12.0	\$1,716.00
Rodgers, Zakquary	Deputy Sheriff	FT	Yes	08232004	\$40,268.80	\$143.00	12.0	\$1,716.00
Seigel, Aaron	Deputy Sheriff	FT	Yes	01052008	\$38,646.40	\$143.00	12.0	\$1,716.00
Shea, Britt	Sergeant	FT	Yes	01041999	\$50,731.20	\$143.00	12.0	\$1,716.00
Skinner, Scott	Deputy Sheriff	FT	Yes	12232002	\$42,494.40	\$143.00	12.0	\$1,716.00
Smith, Chris	Deputy Sheriff	FT	Yes	11041997	\$44,428.80	\$143.00	12.0	\$1,716.00
Smith, Philip	Sergeant	FT	Yes	10242005	\$47,403.20	\$143.00	12.0	\$1,716.00
Sullivan, Mark	Investigator	FT	Yes	01061997	\$47,299.20	\$143.00	12.0	\$1,716.00
TBH #193	Deputy Sheriff	FT	Yes	N/A	\$33,113.60	\$143.00	12.0	\$1,716.00
TBH #43	Deputy Sheriff	FT	Yes	N/A	\$33,113.60	\$143.00	12.0	\$1,716.00

TBH #650	Deputy Sheriff	FT	Yes	N/A	\$33,113.60	\$143.00	12.0	\$1,716.00
TBH #651	Deputy Sheriff	FT	Yes	N/A	\$33,113.60	\$143.00	12.0	\$1,716.00
TBH *DA*	Deputy Sheriff	FT	Yes	N/A	\$33,113.60	\$143.00	12.0	\$1,716.00
Terry, Joshua	Deputy Sheriff	FT	Yes	07102012	\$34,964.80	\$143.00	12.0	\$1,716.00
Turner, Nina	Sergeant	FT	Yes	07172003	\$50,793.60	\$143.00	12.0	\$1,716.00
Vandegriffe, Greg	Captain	FT	Yes	06201987	\$69,513.60	\$143.00	12.0	\$1,716.00
Weber, Brandon	Deputy Sheriff	FT	Yes	07022003	\$42,286.40	\$143.00	12.0	\$1,716.00
Wilson, David	Investigator	FT	Yes	04281997	\$49,587.20	\$143.00	12.0	\$1,716.00
Winchester, Mark	Deputy Sheriff	FT	Yes	06302003	\$41,371.20	\$143.00	12.0	\$1,716.00
								\$111,540.00

Personnel Justification

Personnel Justification

First, identify the county's payroll cycle (i.e. weekly, bi-weekly, bi-monthly, or monthly).
 Secondly, identify the number of positions for which funding is requested and the anticipated method in which these positions will be paid.

Boone County issues paychecks bi-weekly to their employees. Boone County follows section 7(k) of the FLSA in calculating overtime, therefore, our payroll period covers 28 days for all licensed peace officers. Our deputies receive bi-weekly paychecks, with all adjustments made at the end of the 28 day cycle. The cycle starts on a Saturday and ends on a Friday, paychecks are issued the following Friday. If awarded a continuation, we will pay our deputies at the end of the 28 day cycle, for 2013/2014 this will result in 12 times per year due to the cycle of pay periods and it will be issued in combination with the regular paycheck.

We are requesting \$143.00 per 28 day cycle, as we hope this funding will provide each Deputy as close to \$100.00 (after taxes) per month as possible in take home pay.

Boone County Sheriff's Department currently has 65 licensed positions; for 2013/2014 we are requesting continued funding for our current deputies as well as funding for our vacant positions. Our plan is to implement this supplementation into our recruitment process and start supplementation on a new hire the first week in which they have at least 30 hours.

Personnel Benefits

Category	Item	Supplemental Salary	Rate	Total Cost
FICA/Medicare	FICA/Medicare	\$111,540.00	0.0765	\$8,532.81
				\$8,532.81
Other	Long-term Disability	\$111,540.00	0.0029	\$323.47
				\$323.47
Pension	CERF (D. Dodson, A. Luntsford, S. Skinner)	\$5,148.00	0.04	\$205.92
				\$205.92
Workers Comp	Workers Compensation	\$111,540.00	0.0348	\$3,881.59
				\$3,881.59
				\$12,943.79

Personnel Benefits Justification

Benefits Justification

Identify the county paid fringe benefits for which funding is requested, especially clarifying any fringe benefits that may not be eligible for all positions requested.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

The County pays the following fringe benefits to all employees:

FICA/Medicare = 7.65% of salary or (0.0765%)

Workers Compensation = \$3.48 per \$100 of salary or (0.0348%)

Workers compensation is paid for all employees of Boone County, as per position. Workers compensation premium is calculated on total compensation. If awarded a continuation in supplemental pay, the base salary of our licensed employees will increase, thereby increasing our workers compensation cost.

CERF = 4% of salary or (.04) for D. Dodson, A. Luntsford, S. Skinner.

Boone County pays 4% into the County Employees Retirement Fund (CERF) for all county employees hired in 2002; the employees affected by this that we are requesting supplemental funds for are A. Luntsford, D. Dodson, and S. Skinner. Boone County does not contribute into CERF for any other county employees.

Long-term Disability = \$0.29 per \$100 of base salary or (.0029)

Boone County pays Long-term Disability for all county employees based on their base salary. If awarded a continuation in supplemental pay, the base salary of our licensed employees will increase, thereby increasing the long-term disability cost.

Total Budget

Total Project Cost: \$124,483.79

Brief History of Project Agency

Brief History of Project Agency*

Provide the following information to provide an overview of the Sheriff's Office:

- *Brief history of the department*
- *Geographical location of the county and any unique features of the area that create an influx of people throughout the year*
- *Population of the county*
- *Services and programs offered by the department*
- *Total number of employees within the department, total number of deputy sheriffs in the department, and of the deputy sheriffs, the number that are licensed full-time and the number that licensed part-time*

The Boone County Sheriff's Department, established in 1821, is a full service Law Enforcement Agency and Adult Detention Facility located in Central Missouri along the major travel corridors of Interstate 70 and U.S. Highway 63. A "Class 1" county, Boone County encompasses 685 square miles and is the fifth largest county in Missouri. Boone County's population is approximately 168,535 with 34% living outside the largest municipality, Columbia. Boone County includes 11 cities, towns, and villages some of which the Boone County Sheriff's Department is the primary responder to law enforcement calls for service.

Boone County has an enhanced 9-1-1 dispatch system administered by Public Safety Joint Communications. The Boone County Sheriff's Department receives in excess of approximately 1,600 dispatched calls for service per month generating nearly 7,000 incident reports per year. Combining dispatched calls and pro-active enforcement the Boone County Sheriff's Department handles approximately 73,000 incidents per year.

The Boone County Sheriff's Department employs 147 personnel to run the all inclusive campus of Detention, Enforcement and Support Services operations. Within the department, 65 employees are Licensed Peace Officers performing the duties of deputies, investigators and administrators; their primary responsibility is responding to and investigating law violations. The Boone County Sheriff's Department does not employ part-time licensed peace officers.

In addition to patrol and investigations, the Boone County Sheriff's Department supports the following specialty groups and activities: Drug Awareness Resistance Education, Crime Prevention & Neighborhood Watch Program, Community Oriented Policing Program, Canine Unit, Special Weapons & Tactics Team, School Resource Officer program, Traffic Unit, Domestic Violence Enforcement Unit, Cyber Crimes Task Force, and the teen-oriented Explorers program. Department personnel actively participate in civic and professional organizations locally, statewide, and nationally. All commissioned deputies comply with the Department of Public Safety's Police Officer Standards & Training (P.O.S.T.) program.

The Boone County Sheriff's Department has several mutual aid agreements to provide computer/cyber crime investigative assistance, mutual aid responses, and drug task force investigations. The Boone County Sheriff's Department also works closely with the municipalities within the county to provide backup assistance and primary response when no police services are available.

Statement of the Problem

Statement of the Problem*

Provide the following information to define the problem you will be attempting to impact with the requested funds:

- *Identify the problem(s) being addressed by the use of the funds being requested. Be specific.*
- *Include facts on existing resources or lack thereof, demographic and geographic specifications, etc. to support the problem references and a need for funding.*

The Boone County Sheriff's Department is a full service Law Enforcement Agency and Adult Detention Facility located in Central Missouri along the major travel corridors of Interstate 70 and U.S. Highway 63. Boone County's border is made up of waterways on more than half of the county line. These waterways have very few bridges that almost eliminate the possibility of mutual aid from surrounding counties in some of those areas.

Boone County deputies primarily operate single man patrol cars and are responsible for 685 square miles of patrol area serving a population of approximately 168,535 citizens. Boone County includes 11 cities, towns, and villages some of which the Boone County Sheriff's Department is the primary responder to law enforcement calls for service. Boone County is also the home to one state university and two large colleges that generate an influx in the population nine months out of the year.

As of the beginning of 2012 the Boone County Sheriff's Department no longer has a Reserve Deputy program. The ripple effect of no longer having volunteers is increased hours for full time deputies for events such as the Hartsburg Pumpkin Festival (approximately 30,000 attendees), The Memorial Day Salute to Veterans Air Show (approximately 100,000 attendees), and other nationally recognized events such as concerts, MU football games, the National Biker Roundup and hot air balloon races. This problem is compounded when our staffing levels drop because we cannot compete with salaries of other law enforcement agencies our size.

In today's economy we see our everyday expenses rising; social security cost of living has increased by eleven percent in the past five years. Deputies in Boone County have not received a cost of living raise since 2002; however, they have received a five percent increase in salary based on merit over the same five year period. This merit increase has gone solely to cost of living and doesn't provide for the feeling of merit based on job performance. If we are awarded a continuation of these funds we hope to retain deputies who might otherwise go to another agency receiving about the same yearly salary, but realizing a lower cost of living due to a different geographic location.

Over the past few years we have noticed a trend in employee retention of tenured employees; we have also been losing quality employees to higher paying jobs. Most of the employees that have left for higher paying jobs have had at least five years of experience at our agency. If awarded a continuation of supplementation funds, we hope to be able to keep more employees to serve the citizens and train newcomers to the department.

The majority of our budget is tax driven and therefore we have little control over how we can increase pay to our employees. With a continuation of supplementation funds our deputies will sustain a much deserved raise.

Historically speaking, the Boone County Sheriff's Department has struggled to stay in competition with other law enforcement agencies of similar size regarding starting pay and pay ranges. We also do not have a wide array of special pay options except for shift differential. We sometimes see ourselves losing employees to agencies that offer pay incentives for education, years of experience, military background, etc.; to which all of those we cannot afford with our operating budget.

It is an unfortunate fact that without the continuation of these funds our hands remain tied in regards to the amount of salary increases we can provide our deputies.

Supplanting

Supplanting*

Describe whether or not other federal, state, or local monies are available to the County for the purpose of providing salary increases. Be specific!

If other federal, state, or local monies are available to provide salary increases, please address why additional funding is being requested.

The Boone County Sheriff's Department attests that, if awarded a continuation of funding, the funds will not be used to supplant salaries. The Boone County Sheriff's Department will continue to use DSSSF funds, if awarded, to supplement existing salary budgets in future years. The Boone County Sheriff's Department prides itself in strict adherence to state, federal and local guidelines. We have a long standing history of adhering to rules of multiple state and federal grant programs.

Community Impact

Community Impact*

Describe how the supplemental funding may impact the morale and retention of deputy sheriffs and consequently impact the communities and citizens being served by the Sheriff's Office.

The Boone County Sheriff's Department prides itself in hiring and retaining high quality employees to serve our citizens and people visiting our community. The Boone County Sheriff's Department has a policy that all Enforcement Deputies live within the county. This aids the department in serving the citizens in a timely fashion.

Prior to 2012 Boone County Deputies had not received a raise since 2008. In 2012 we received a two percent merit increase and in 2013 a three percent merit, this is a five percent increase in five years with cost of living going up at least double that amount; it is unfortunate but the overall five percent raise they have seen has gone to cost of living. Instead of its intended purpose; merit for job performance. Over the past few years we have noticed a trend in employee retention of tenured employees. We have been losing quality employees to higher paying jobs. Most of the employees that have left for higher paying jobs have had at least five years of experience at our agency. If awarded a continuation of supplementation funds, we hope to be able to keep more tenured employees to serve the citizens. While an individual citizen may not notice a fluctuation in staff numbers, we know it creates a deficit in the knowledge base of the deputies on the road.

The other big factor we pride ourselves in is maintaining a high level of morale. The Boone County Sheriff has been in office for almost nine years and in that time has made many changes based on employee suggestions. This "buy-in" to the department and the family atmosphere unfortunately is not enough in today's economy. A continuation of these supplemental funds gives us an additional tool in our tool box to give the employees one more reason to stay at the Boone County Sheriff's Department through retirement.

This supplemental pay has increased the morale of our deputies, therefore increased productivity and initiative to work additional community events outside of their normal working schedule. This initiative reflects in and through the deputies and out to the citizens of Boone County, thereby increasing citizen awareness of deputy presence in everyday activities.

Boone County Deputies work numerous community events each year throughout Boone County. At these events we are constantly in the eyes of the citizens and as such it is very important to us to maintain high morale. The Citizens of Boone County will be better served by deputies with high morale in everyday reactive duties, and with high morale comes a greater initiative to search out proactive activities; thereby more citizens will notice their presence and be safer in their day to day activities.

Audit Requirements

Date last audit was completed:*	6-26-2012
Date(s) covered by last audit:*	1-1-2011 to 12-31-2011
Last audit performed by:*	RubinBrown LLP
Phone number of auditor:*	314-290-3300
Date of next audit:*	5-2013
Date(s) to be covered by next audit:*	1-1-2012 to 12-31-2012
Next audit will be performed by:*	RubinBrown LLP

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.

*The **Federal Amount** refers to funds received directly from the Federal Government or federal funds passed through state agencies in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.*

*The **State Amount** refers to funds received directly from the State of Missouri, not including federal pass-thru funds.*

Federal Amount:*	\$1,524,354.00
State Amount:*	\$2,476,798.00

Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2014 DSSSF Certified Assurances

I am aware that failure to comply with any of the Certified Assurances could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance. Where the Authorized Official is unable to certify to any of the statements in the Certified Assurances, he or she shall provide an explanation below and may attach documentation under the 'Other Attachments' form where needed.

**I have read
and agree to
the terms and
conditions of
the grant.*** Yes

If you marked
No to the
question
above, please
explain:

Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application.

Authorized
Official
Name:*

x 

Job Title:*

Boone County Presiding Commissioner

Date:*

04/23/2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 23rd day of April 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the purchase of Exit/Emergency lights for the Central Missouri Events Center at a total cost of \$2,149.50 specified as follows:

- 30 Dual LED Head Emergency Lights \$ 573.90
- 30 Combination Exit/Emergency Lights \$ 1,575.60

Done this 23rd day of April, 2013

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CED/PHILIPS & COMPANY
 1915 PENNSYLVANIA DR.

COLUMBIA MO 65202 USA
 TEL: (573)474-2800 FAX: (573)876-8076
 CONTACT: CORY WHYERS

QUOTE FOR: BOONE CO FACILITIES MAIN
 ACCT: 64-06618 BOONE CO FACILITIES MAIN

613 E ASH ROOM 107
 COLUMBIA, MO 65201
 TEL: (573)886-4295

QUOTATION			PAGE 1
QUOTE # 1013312	DATE 04/19/2013	REV # 1	REV DATE 04/22/2013
QUOTE EXPIRES 05/19/2013		PREPARED BY CW	
SLS 9130		INSL 9131	
FOB SHIPPING POINT		FREIGHT PREPAID	

CUST PO # FAIRGROUNDS
JOB NAME EVENT CENTER

LN	QTY	PRODUCT CODE	DESCRIPTION	PRICE	PEREXT	AMT
01	30	COMP CCRRC	EXIT/EMERG LED COMBO REMOTE CAP	52.52	E	1575.60
02	30	COMP CU2	DUAL LED EMERG DAMP LOCATION	19.13	E	573.90

TOTAL: 2149.50 **

PLEASE NOTE: This is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to your acceptance of C.E.D.'s terms and Conditions. We make no representation with respect to compliance with job specifications.

DESCRIPTION

The CC Series offers quality and value with a compact and attractive LED based combination emergency exit. The white housing and lamp-heads are made of high impact UL flame rated thermoplastic. Snap together canopy, housing and removable chevrons for quick and easy installation. Universal single or double-face. Remote capacity unit will run a double-head remote or 2 single-head remotes of either the Compass CIR or COR Series.

APPLICATION

The CC Series can be applied in stair-wells, hallways, offices and other commercial applications.

COMPLIANCES

UL924 Listed for Damp Location
NFPA 101 and NFPA 70
OSHA

WARRANTY

2 year full unit warranty



FEATURES

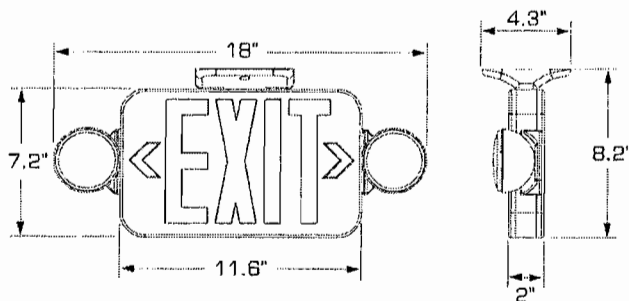
- LED life-cycle of more than 10 years
- Molded-in template for Quick installation
- Dual-voltage 120 or 277V AC input
- Includes long-life Nickel Cadmium battery for UL recognized 90 minute emergency lighting
- Remote capacity or extended runtime option
- Damp Location Listed
- Provided with test switch and AC-On indicator
- Lamp-heads are fully adjustable
- Canopy included

ORDERING GUIDE

Catalog Number	Description
CCR	Combination Exit/Emergency Light, Universal Face, Red Letters, NiCad battery, Damp Listed
CCG	Combination Exit/Emergency Light, Universal Face, Green Letters, NiCad battery, Damp Listed
CCRRC	Combination Exit/Emergency Light, Universal Face, Red Letters, NiCad battery, Remote Capacity, Damp Listed
CCGRC	Combination Exit/Emergency Light, Universal Face, Green Letters, NiCad battery, Remote Capacity, Damp Listed

Note: Remote Capacity Unit will only power the Compass Indoor and Outdoor Remote(CIR and COR Series)

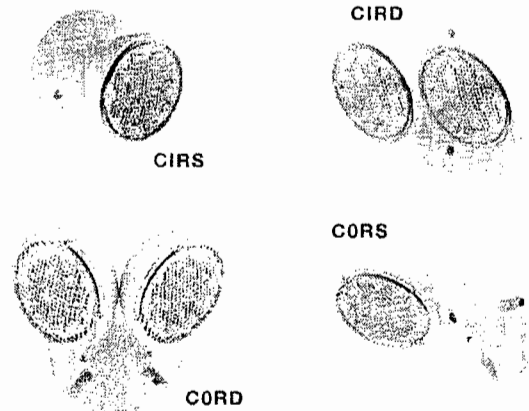
DIMENSIONS



Single Carton Weight: 2.5 lbs.
Master Carton Quantity: 6 each

ACCESSORIES

WGEL Wall Mount Wireguard - 8"H X 20"W X 8"D
CIR Series - Matching LED Indoor Remote Heads
COR Series - LED Outdoor Remote Heads



COMPASS ALL-LED FAMILY WITH PREMIUM NICAD BATTERY LED Emergency Light



Cat. Number	Description
CU2	Dual LED head emergency light, 120/277VAC input, Damp Location Listed
CU2RC	Dual LED head emergency light with remote capacity to run 2 single or 1 double LED remotes, Damp Location Listed

LED Combination Exit/Light



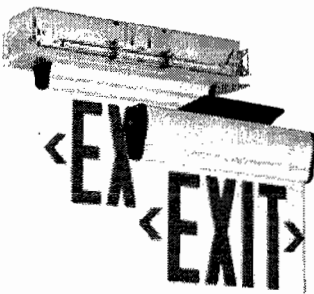
Cat. Number	Description
CCR	Combination Exit/Emergency Light, Universal Face, Red Letters, premium NiCad battery, Damp Location Listed
CCG	Combination Exit/Emergency Light, Universal Face, Green Letters, premium NiCad battery, Damp Location Listed
CCRRC	Combination Exit/Emergency Light, Universal Face, Red Letters, premium NiCad battery, Remote Capacity, Damp Location Listed
CCGRC	Combination Exit/Emergency Light, Universal Face, Green Letters, premium NiCad battery, Remote Capacity, Damp Location Listed

LED Emergency Exit



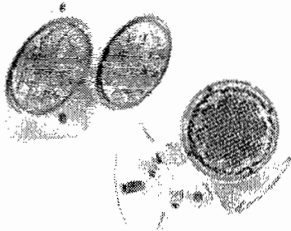
Cat. Number	Description
CER	Universal Face, Red LED Emergency Exit, premium NiCad battery, Damp Location Listed
CEG	Universal Face, Green LED Emergency Exit, premium NiCad battery, Damp Location Listed
CERRC	Universal Face, Red LED Emergency Exit with remote capacity to run 4 single or 2 double LED remotes, premium NiCad battery, Damp Location Listed
CEGRC	Universal Face, Green LED Emergency Exit with remote capacity to run 4 single or 2 double LED remotes, premium NiCad battery, Damp Location Listed

Edge-Lit LED Emergency Exit



Cat. Number	Description
CELS1RNE	Surface mount, single face, red letters, brushed aluminum with premium NiCad battery
CELS1GNE	Surface mount, single face, green letters, brushed aluminum with premium NiCad battery
CELS2RNE	Surface mount, double face, red letters, brushed aluminum with premium NiCad battery
CELS2GNE	Surface mount, double face, green letters, brushed aluminum with premium NiCad battery
CELR1RNE	Recessed mount, single face, red letters, brushed aluminum with premium NiCad battery
CELR1GNE	Recessed mount, single face, green letters, brushed aluminum with premium NiCad battery
CELR2RNE	Recessed mount, double face, red letters, brushed aluminum with premium NiCad battery
CELR2GNE	Recessed mount, double face, green letters, brushed aluminum with premium NiCad battery

Indoor and Outdoor Remotes



Cat. Number	Description
CIRS	Single indoor LED remote lamp-head with mounting base
CIRD	Double indoor LED remote lamp-heads with mounting base
CORS	Single outdoor LED remote lamp-head with mounting base
CORD	Double outdoor LED remote lamp-heads with mounting base

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 23rd day of April 20 13

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

Now on this day the County Commission of the County of Boone does hereby recognize April 21-27, 2013 as National Crime Victims' Rights Week. It is further ordered the Boone County Commissioners are hereby authorized to sign the attached proclamation

Done this 23rd day of April, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

**PROCLAMATION FOR
NATIONAL CRIME VICTIMS' RIGHTS WEEK,
APRIL 21-27, 2013**

Whereas, 18.7 million Americans are directly harmed by crime each year, and each crime affects many more family members, friends, neighbors, and co-workers,

Whereas, crime can leave a lasting physical, emotional, or financial impact on people of all ages and abilities, and of all economic, racial, and social backgrounds,

Whereas, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims,

Whereas, the nation heeded this call to action and promoted victims' rights initiatives, effective and compassionate victim services, and just compensation and financial support,

Whereas, today thousands of victim assistance programs provide help and support to child victims of violence and sexual abuse; stalking victims; survivors of homicide; victims of drunk-driving crashes; and of victims of sexual violence, and other crimes,

Whereas, the victim assistance community faces new challenges to reach and serve all victims, including victims of new crimes like cybercrime and terrorism and victims who have not always trusted the criminal justice system, including immigrant victims, urban youth, and victims who are lesbian, gay, bisexual, transgender, or questioning,

Whereas, now is the time to embrace new solutions that involve new partnerships with underserved communities and a greater emphasis on learning what works in meeting victims' needs,

Whereas, National Crime Victims' Rights week, April 21-27, 2013 provides an opportunity to celebrate the energy, creativity, and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims,

Whereas, Boone County is joining forces with victim service providers, criminal justice agencies, and concerned citizens throughout Boone County and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week,

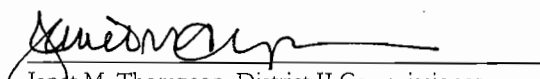
Therefore, the Boone County Commission does hereby reaffirm Boone County's commitment to respect and enforce victims' rights and address their needs during National Crime Victims' Rights week and throughout the year; and express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

IN TESTIMONY WHEREOF this week of April 21-27, 2013 is proclaimed NATIONAL CRIME VICTIMS' RIGHTS WEEK.

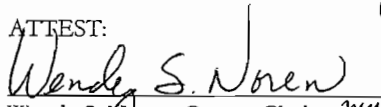



Daniel K. Atwill, Presiding Commissioner


Karen M. Miller, District I Commissioner


Janet M. Thompson, District II Commissioner

ATTEST:


Wendy S. Noren, County Clerk *my*