

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

15<sup>th</sup>

day of

December

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri cooperative contract C110011001 – Fire Alarm Systems Inspection Services with SimplexGrinnell. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

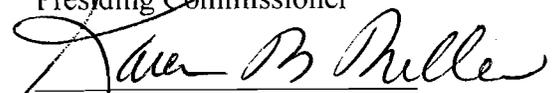
Done this 15<sup>th</sup> day of December, 2011.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent

Skip Elkin  
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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPB  
**DATE:** December 15, 2011  
**RE:** State of Missouri Cooperative Contract for C110011001 – Fire Alarm Systems Inspection Services

Purchasing and Facilities Maintenance request permission to utilize State of Missouri cooperative contract C110011001 – Fire Alarm Systems Inspection Services with SimplexGrinnell of Columbia, MO.

Fire alarm annual inspection service at the jail is \$8,771.49. Invoice from 2011 will be paid from department 6100 – Facilities and Grounds Maintenance, account 60050 – Equipment Service Contract. The Sheriff's office may use this contract in 2012.

**cc:** Contract File  
Bob Davidson, Facilities Maintenance

**PURCHASE AGREEMENT FOR  
FIRE ALARM SYSTEMS INSPECTION SERVICES**

**THIS AGREEMENT** dated the 15 day of December 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SimplexGrinnell** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Fire Alarm Systems Inspection Services** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C110011001**, SimplexGrinnell's attached Service Solution, Summary of Services, and pricing pages applicable to Boone County, Prevailing Wage Order 18 with Excessive Unemployment, Work Authorization Certification, Insurance Requirements, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the cooperative contract may be permanently maintained in the County Purchasing Office and/or State of Missouri file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract **C110011001** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Fire Alarm Systems Inspection Services on an annual basis per the following pricing:

Fire Alarm Test & Inspect – Parts and Labor (Panel & Peripherals)

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>
SIMPLEX 4100 / 4020 FIRE ALARM SYSTEM		
Main Fire Alarm Panel	1	Annual
Fire Alarm Battery (each)	2	Annual
Smoke Detector Conventional	200	Annual
Heat Detector Non Restorable	19	Annual
Duct Detector Conventional	16	Annual
Pull Station	10	Annual

TOTAL: \$8,771.49

3. **Contract Duration** - This agreement shall commence on **date written above and extend through October 31, 2012** subject to the provisions for termination specified below.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department and billings may only include the prices listed in the vendor's bid

response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

**SIMPLEXGRINNELL**

by *Mr. Byzell*  
title *Total Service Manager*

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*[Signature]*  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

ATTEST:

*Wendy S. Noren cc*  
Wendy S. Noren, County Clerk

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

*James E. Pitchford*  
Signature *by off*

*12/15/11*  
Date

*6100 / 60050 / \$8,771.49*  
Appropriation Account



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## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **SimplexGrinnell** (Employer), and **Checkpast** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
  - Automated verification checks on alien employees by electronic means, and
  - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

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period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

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secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance

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

## **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - c. Institutions of higher education, State, local and tribal governments and

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sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

- d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

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

## **E. RESPONSIBILITIES OF THE DESIGNATED AGENT**

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon

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

## ARTICLE III

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

#### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the

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photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

#### **ARTICLE V**

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Client Company ID Number: 265343

## PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is 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 Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. 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 Designated Agent, the Employer, or their agents, officers, or employees.
- E. 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 Designated Agent or 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 Designated Agent or the Employer.

Company ID Number: 62038  
Client Company ID Number: 265343

- F. 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, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

**SimplexGrinnell** (Employer) hereby designates and appoints **Checkpast** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **SimplexGrinnell** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 62038  
Client Company ID Number: 265343

**Approved by:**

**Employer SimplexGrinnell**

\_\_\_\_\_  
Name (Please Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Designated Agent Checkpast**

**Matthew J Levine**

\_\_\_\_\_  
Name (Please Type or Print)

\_\_\_\_\_  
Title

*Electronically Signed*

*10/16/2009*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please Type or Print)

\_\_\_\_\_  
Title

*Electronically Signed*

*10/23/2009*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 62038  
Client Company ID Number: 265343

### Information Required For the E-Verify Designated Agent Program

#### Information relating to your Company:

Company Name: SimplexGrinnell

Company Facility Address: 1 Town Center RD

Boca Raton, FL 33486

County or Parish: PALM BEACH

Employer Identification

Number: 552608861

North American Industry

Classification Systems

Code: 238

Parent Company: Tyco International

Number of Employees: 10,000 and over



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2011

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

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

<b>PRODUCER</b> Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (212) 345-5000      FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: AGCS Marine Insurance Company (Allianz)</td> <td>22837</td> </tr> <tr> <td>INSURER B: CHARTIS CASUALTY COMPANY</td> <td>40258</td> </tr> <tr> <td>INSURER C: Commerce &amp; Industry Ins Co.</td> <td>19410</td> </tr> <tr> <td>INSURER D: Illinois National Insurance Co.</td> <td>23817</td> </tr> <tr> <td>INSURER E: Nat'l Union Fire Ins Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER F: New Hampshire Ins. Co.</td> <td>23841</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AGCS Marine Insurance Company (Allianz)	22837	INSURER B: CHARTIS CASUALTY COMPANY	40258	INSURER C: Commerce & Industry Ins Co.	19410	INSURER D: Illinois National Insurance Co.	23817	INSURER E: Nat'l Union Fire Ins Co. of Pittsburgh, PA	19445	INSURER F: New Hampshire Ins. Co.
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INSURER F: New Hampshire Ins. Co.	23841													
<b>INSURED</b> SimplexGrinnell, LP 3787 RIDER TRAIL SOUTH EARTH CITY, MO 63045 United States														

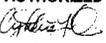
**COVERAGES**      **CERTIFICATE NUMBER:** 951109 - A      **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	<b>GENERAL LIABILITY</b>	X		GL 2449607 (Primary GL)	10/1/2011	10/1/2012	EACH OCCURRENCE \$ \$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ \$10,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT						PERSONAL & ADV INJURY \$ \$2,000,000.00
	<input type="checkbox"/>						GENERAL AGGREGATE \$ \$4,000,000.00
	<input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$ \$4,000,000.00
	<input type="checkbox"/>						\$
E E E F	<b>AUTOMOBILE LIABILITY</b>	X		CA 3506464 (All Other States) CA 3506465 (MA) CA 3506468 (VA) CA 3506466 (NH) (Primary AL)	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ \$2,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						NEW HAMPSHIRE (CSL) \$ \$250,000.00
	<input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$
	<input type="checkbox"/>						AGGREGATE PRODUCTS - \$
	<b>UMBRELLA LIAB</b>						NEW HAMPSHIRE (CSL) \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					
B C D E F	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	WC 015884005 (CT,GA,PA,SC) WC 015884006 (FL) WC 015884008 (MI) WC 015884004 (CA) WC 015884003 (All Other States)	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	<input type="checkbox"/> OTHER						
	E.L. EACH ACCIDENT \$ \$2,000,000.00						
	E.L. DISEASE - EA EMPLOYEE \$ \$2,000,000.00						
	E.L. DISEASE - POLICY LIMIT \$ \$2,000,000.00						
A A A	Builder's Risk/Installation/Contract Works			OC & OCW 91128600	10/1/2011	10/1/2012	USD \$1,000,000.00 per jobsite
	Rental Equipment/Contractor's Equipment			OC & OCW 91128600	10/1/2011	10/1/2012	USD \$1,000,000.00 per jobsite
	Blanket Transit			OC & OCW 91128600	10/1/2011	10/1/2012	USD \$1,000,000.00 per conveyance

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Project: Boone County Jail  
Please refer to attached ACORD 101 for further remarks.

<b>CERTIFICATE HOLDER</b> Boone County Purchasing 601 E. Walnut Room 208 Columbia, MO 65201 United States	<b>CANCELLATION</b> 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  MARSH USA INC, BY: Cynthia Kim, Casualty Program
	 Franklin Hallock, Global Marine Transit Program

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA Inc.		NAMED INSURED SimplexGrinnell, LP	
POLICY NUMBER		3787 RIDER TRAIL SOUTH EARTH CITY, MO 63045 United States	
CARRIER	NAIC	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

REGARDING POLICIES OF INSURANCE:

Insurer	Policy Number(s)	Effective Date(s)	Expiration Date(s)
F	WC 015884007 (MA, ND, OH, WA, WI, WY)	10/1/2011	10/1/2012
F	WC 015884009 (MN)	10/1/2011	10/1/2012

REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment of premium, before the expiration date thereof, 30 days advance of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

REGARDING ADDITIONAL INSURED STATUS:

In accordance with the policy provisions, Boone County Purchasing is included as an additional insured under this policy, as a result of any contract or agreement entered into by the named insured and Boone County Purchasing.

Other Additional Insureds: Boone County

**FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:**

Laura Winkler (Email: [lwinkler@simplexgrinnell.com](mailto:lwinkler@simplexgrinnell.com) Phone: 314-739-4014)

This Certificate of Insurance was generated by EXIGIS RISKworks® rm.Certificates®. To learn more about EXIGIS Certificate Management Solutions visit [www.exigis.com/tyc](http://www.exigis.com/tyc).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2011

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

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

<b>PRODUCER</b> Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (212) 345-5000      FAX (A/C, No): E-MAIL ADDRESS:													
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<b>INSURED</b> SimplexGrinnell, LP 3787 RIDER TRAIL SOUTH EARTH CITY, MO 63045 United States														

**COVERAGES**      **CERTIFICATE NUMBER:** 951109 - A      **REVISION NUMBER:**

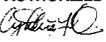
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	<b>GENERAL LIABILITY</b>	X		GL 2449607 (Primary GL)	10/1/2011	10/1/2012	EACH OCCURRENCE \$ \$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ \$10,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT						PERSONAL & ADV INJURY \$ \$2,000,000.00
	<input type="checkbox"/>						GENERAL AGGREGATE \$ \$4,000,000.00
	<input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$ \$4,000,000.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
E E E F	<b>AUTOMOBILE LIABILITY</b>	X		CA 3506464 (All Other States) CA 3506465 (MA) CA 3506468 (VA) CA 3506466 (NH) (Primary AL)	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ \$2,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input 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) \$
	<input type="checkbox"/>						NEW HAMPSHIRE (CSL) \$ \$250,000.00
	<input type="checkbox"/>						EACH OCCURRENCE \$
	<input type="checkbox"/>						AGGREGATE PRODUCTS - \$
	<input type="checkbox"/>						NEW HAMPSHIRE (CSL) \$
	<input type="checkbox"/>						
	<input type="checkbox"/>						
B C D E F	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	WC 015884005 (CT,GA,PA,SC) WC 015884006 (FL) WC 015884008 (MI) WC 015884004 (CA) WC 015884003 (All Other States)	10/1/2011	10/1/2012	X WC STATUTORY LIMITS OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ \$2,000,000.00
	<input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ \$2,000,000.00
							E.L. DISEASE - POLICY LIMIT \$ \$2,000,000.00
A A A	Builder's Risk/Installation/Contract Works			OC & OCW 91128600	10/1/2011	10/1/2012	USD \$1,000,000.00 per jobsite
	Rental Equipment/Contractor's Equipment						USD \$1,000,000.00 per jobsite
	Blanket Transit						USD \$1,000,000.00 per conveyance

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Project: Boone County Jail  
Please refer to attached ACORD 101 for further remarks.

**CERTIFICATE HOLDER**      **CANCELLATION**

Boone County Purchasing 601 E. Walnut Room 208 Columbia, MO 65201 United States	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b>            MARSH USA INC, BY:          Cynthia Kim, Casualty Program       </p> <p>          Franklin Hallock, Global Marine Transit Program       </p>
---	--

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc. <hr/> POLICY NUMBER		NAMED INSURED SimplexGrinnell, LP 3787 RIDER TRAIL SOUTH EARTH CITY, MO 63045 United States <hr/> EFFECTIVE DATE:	
CARRIER	NAIC		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25    FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

REGARDING POLICIES OF INSURANCE:

Insurer	Policy Number(s)	Effective Date(s)	Expiration Date(s)
F	WC 015884007 (MA, ND, OH, WA, WI, WY)	10/1/2011	10/1/2012
F	WC 015884009 (MN)	10/1/2011	10/1/2012

REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment of premium, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

REGARDING ADDITIONAL INSURED STATUS:

In accordance with the policy provisions, Boone County Purchasing is included as an additional insured under this policy, as a result of any contract or agreement entered into by the named insured and Boone County Purchasing.

Other Additional Insureds: Boone County

**FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:**

Laura Winkler (Email: [lwinkler@simplexgrinnell.com](mailto:lwinkler@simplexgrinnell.com)    Phone: 314-739-4014)

This Certificate of Insurance was generated by EXIGIS RISKworks® m.Certificates®. To learn more about EXIGIS Certificate Management Solutions visit [www.exigis.com/tyc](http://www.exigis.com/tyc).

## STANDARD TERMS AND CONDITIONS – CONTRACT WITH 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. **U.S. mail only.**
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,

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

**Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

## Service Solution

**Customer: Boone County Jail**  
Date: 04-NOV-11  
Proposal #:132423  
Term:01-NOV-11 to 31-OCT-12

**SimplexGrinnell**  
Sales Representative:  
JEFFREY RAYMOND REINHART  
3787 RIDER TRL S  
EARTH CITY, MO 63045-1114  
JReinhart@simplexgrinnell.com

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**Billing Customer:**  
Boone County Jail  
2121 E County Dr  
COLUMBIA, MO 65202-9051

**Service Location:**  
Boone County Jail  
2121 E County Dr  
COLUMBIA, MO 65202-9051

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### INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
<b>Recurring Annual Investment</b>			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			\$8,771.49
SIMPLEX 4100/4020 FIRE ALARM SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Smoke Detector Conventional	200	Annual	
Heat Detector Non Restorable	19	Annual	
Duct Detector Conventional	16	Annual	
Pull Station	10	Annual	
<b>Total Recurring Annual Investment:</b>			<b>\$8,771.49</b>

*Excludes applicable Sales Tax  
Service Solution Valid for 45 Days*

## **SUMMARY OF SERVICES**

### **Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)**

#### **FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:**

The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

#### **TEST AND INSPECTION OVERVIEW:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

#### **DOCUMENTATION:**

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

### **Smoke Detector Sensitivity Testing - 100% of Devices Annual**

#### **SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:**

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

### **Emergency Service (Normal Working Hours)**

Emergency Service (Provided during normal working hours, Monday-Friday excluding SimplexGrinnell holidays). This service includes labor, travel, and mileage charges for repairs associated with normal wear and tear. Standard service will be provided within 24 hours of notification Monday through Friday, excluding SimplexGrinnell holidays, unless outlined in the agreement.

NOTE: Customers with Platinum, Gold Parts/Labor or Gold Labor will be invoiced at standard (normal working hours) labor rate for billable after hours service calls.

#### **SERVICE COVERAGE:**

Silver Service Plan - Labor charged at standard service rates up to and including overtime

Gold Parts Service Plan - Panel Parts included. Labor charged at standard service rates up to and including overtime

Gold Labor Service Plan - Panel Labor included. Parts not included

Gold Parts/Labor Service Plan - Parts and Labor included on Panel only

Platinum Service Plan - Parts and Labor Included on covered system

**SPECIAL PROVISIONS:**

This agreement is priced under the State of Missouri WSCA contract.

Contractor:		SimplexGrinnell	(District #)	\$354.00	Fire Alarm Services Contract Number:	
Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.						
Contractor:		SimplexGrinnell	(District #)	\$354.00	Fire Alarm Services Contract Number:	
Street:	3787 Rider Trail South					
City:	Earth City					
State:	MO					
Phone #:	314-739-4014					
State, City & County	MO, COLUMBIA, BOONE					
Facility Name	Boone County Government / Boone County Jail					
Address	2121 E. County Drive					
Zip Code	65202					
Wage Rate	\$ 21.10					
Health & Welfare	\$ 3.16					
Total	\$ 24.26					
Wage Rate Multiplier	1.00					
Enter quantity of each or desired line items below rose colored boxes Total Price will automatically be calculated at bottom of sheet						
LINE ITEMS - Fire Alarm Contract (Conventional)	Annual Inst., Report & Test	Sub-total			Annual Full Maint.	Sub Total
Control Panel Monitored	\$ 155.61	-			\$ 565.38	1 \$ 565.38
Additional Panel (each)	\$ 77.81	-			\$ 311.22	\$ -
Control Panel Unmonitored	\$ 155.61	-				
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	\$ 155.61	-			\$ 565.38	\$ -
Control Panel Central Transmitter	Included					
Central Station Receiver	Included					
Annunciator LED type	\$ 36.40	-			\$ 39.42	\$ -
Annunciator graphical type	\$ 51.87	-			\$ 51.87	\$ -
CPU Graphical display	Included				Test only	
MAC Power Extender (Includes Battery Testing)	\$ 51.87	-			\$ 207.48	\$ -
Battery testing - lead acid	\$ 25.94	-			\$ 38.38	2 \$ 76.77
Battery testing - gel cell	\$ 25.94	-			\$ 38.38	\$ -
Battery testing - Ni-Cad	\$ 25.94	-			\$ 38.38	\$ -
Battery charger	Included				Included	
Emergency voice/alar communications equipment						
Emerg. Telephone	\$ 3.11	-			\$ 25.94	\$ -
Phone Jacks	\$ 3.11	-			\$ 14.52	\$ -
Call-in signal; off-hook indicator	Included				Included	
amplifier & tone generators	Included				Included	
Initiating Devices						
Duct detector	\$ 36.31	-			\$ 37.35	16 \$ 597.54

heat detector: restorable	\$ 10.37		\$ -		\$ 10.37		\$ -
heat detector: non-restorable	\$ 10.37		\$ -		\$ 9.34	19	\$ 177.40
smoke detector: photoelectric (Includes Detector Cleaning)	\$ 13.49		\$ -		\$ 17.64	200	\$ 3,527.16
smoke detector: ionization	\$ 10.37		\$ -		\$ 15.56		\$ -
smoke detector: beam detection	\$ 13.49		\$ -		\$ 186.73		\$ -
smoke detector: laser	\$ 20.75		\$ -				
Fire Alarm Box, Manual, Uncoded	\$ 3.11		\$ -		\$ 9.34	10	\$ 93.37
Fire Alarm Box, Manual, Coded	\$ 3.11		\$ -		\$ 31.12		\$ -
Smoke Detector Sensitivity Testing	\$ 20.75	200	\$ 4,149.60		Test Only		
Flame Detector	\$ 20.75		\$ -		\$ 103.74		\$ -
Gas Detector	\$ 20.75		\$ -		\$ 31.12		\$ -
Elevator Shunt Trip Test	\$ 20.75		\$ -		Test Only		
<b>Supervisory Devices</b>							
Fire Supervisory Signal, Emergency Generator	\$ 4.16		\$ -		\$ 51.87		\$ -
Fire Supervisory Signal, Air Pressure	\$ 6.22		\$ -		\$ 26.16		\$ -
Fire Supervisory Signal, Fire Pump	\$ 4.16		\$ -		\$ 14.52		\$ -
<b>Misc</b>							
Water tank; low level	\$ 3.11		\$ -		\$ 51.87		\$ -
Water tank; high level	\$ 3.11		\$ -		\$ 51.87		\$ -
Water tank; temperature	\$ 3.11		\$ -		\$ 51.87		\$ -
<b>Alarm Notification Appliances</b>							
Fire Alarm, Bell	\$ 3.11		\$ -		\$ 10.37		\$ -
Speakers	\$ 3.11		\$ -		\$ 10.37		\$ -
Fire Alarm Visual Device	\$ 3.11		\$ -		\$ 18.66		\$ -
Horns	\$ 3.11		\$ -		\$ 15.30		\$ -
chimes	\$ 3.11		\$ -		\$ 10.37		\$ -
<b>Misc.</b>							
Fire Alarm System Recorder	\$ 3.11		\$ -				
Fire Alarm System Event Printer	\$ 3.11		\$ -		\$ 136.94		\$ -
Door closer	\$ 6.22		\$ -		\$ 31.12		\$ -
Smoke Dampers	\$ 36.31		\$ -		\$ 103.74		\$ -
<b>Monitoring</b>							
Central Station Monitoring (Fire)	\$ 298.77		\$ -				
Combo Fire & Security Monitoring	\$ 423.26		\$ -				
Digital Communicator and programming	\$ 726.18		\$ -				
Reprogramming	\$ 94.40		\$ -				
Elevator Monitoring (per unit)	\$ 186.73		\$ -				
<b>OPEN MARKET</b>							
<b>Non Line Items (list below)</b>							





STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

**NOTIFICATION OF STATEWIDE CONTRACT**

November 04, 2010

CONTRACT TITLE: FIRE SUPPRESSION SERVICES

CURRENT CONTRACT PERIOD: November 1, 2010 through October 31, 2011

BUYER INFORMATION: Tammy Michel  
573-751-3114  
[Tammy.michel@oa.mo.gov](mailto:Tammy.michel@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	October 7, 2009 through October 31, 2009	October 31, 2012

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR PUBLIC USE ONLY.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.  
*This contract has been established for the convenience of state agencies.  
Local Purchase Authority may be used to purchase services included in this contract  
from an alternative source at the discretion of the agency.*

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C110011001	5826088610 5	SimplexGrinnell 6305 Southwest Rosewood Street Lake Oswego, Oregon 97305 Contact: Tom Staves Phone: 443-676-8813 Fax: 978-731-4034 Email: <a href="mailto:tstaves@simplexgrinnell.com">tstaves@simplexgrinnell.com</a>	NO	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

<b>Contract Period</b>	<b>Issue Date</b>	<b>Summary of Changes</b>
11/01/10 – 10/31/11	11/04/10	<b>Renewal of Contract.</b>
11/01/09 – 10/31/10	12/23/09	The pricing pages have been revised and state agencies are advised to contact Simplex Grinnell for their pricing. Pricing previously stated was those of the State of Nevada.
11/01/09 – 10/31/10	11/01/09	Renewal of Contract
10/7/09 – 10/31/09	10/07/09	Initial issuance of new statewide contract

**GENERAL INFORMATION/PRICING PAGE**

**Purpose:** Contract C110011001 has been established for state agencies for the provision of fire suppression services.

**Pricing:** For contract pricing for the following and prevailing wage rate pricing see:  
<http://purchasing.state.nv.us/fire.htm>

1. New Products and Services
  - a. Special Hazard/Gas Suppression System
  - b. Foam Agent Fire Suppression System
  - c. Kitchen Fire Suppression System
  - d. Portable Fire Suppression System
  - e. Fire Hose Inspection
  - f. Self-Contained Breathing Apparatus
  - g. Emergency Lighting
  - h. Intrusion System Inspection
  - i. Access Control Maintenance
  - j. Closed Circuit Television Maintenance
  - k. Sound & Communication System Maintenance
  - l. Nurse Call System Inspection
  
2. Fire Alarm Contract (Conventional)
  - a. Control Equipment
  - b. Emergency voice/alarm communications equipment
  - c. Initiating Devices
  - d. Supervisory Devices
  - e. Misc
  - f. Alarm Notification Appliances
  - g. Misc.
  - h. Monitoring
  
3. Suppression Services SIN 561-002
  - a. Fire Sprinkler Systems
  - b. Fire Pumps
  - c. Back Flow Preventers

**Contact:** Please contact the Buyer if you have questions.

**State of Missouri  
Office of Administration  
Division of Purchasing and Materials Management  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

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

<b>Product Rating</b>	<b>Rate 1-5, 5 best</b>
Product meets your needs	
Product meets contract specifications	
Pricing	

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

Comments: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

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

Office of Administration  
Division of Purchasing and Materials Management  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102  
**You may also e-mail form to the buyer as an attachment at  
tammy.michel@oa.mo.gov**

## PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

**\*\*\* NOW IN EFFECT \*\*\***

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at

**[http://www.dolir.mo.gov/ls/faq/faq\\_PublicWorksEmployment.asp](http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp)** or view the statute 290.550 – 290.580 RSMo, at

**<http://www.moga.mo.gov/statutes/C290.HTM>.**

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 18

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 10, 2011

Last Date Objections May Be Filed: April 11, 2011

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			\$30.76	55	60	\$18.11
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$26.51	86	66	\$21.43
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	6/11		\$25.09	60	15	\$12.35
Iron Worker			\$27.51	11	8	\$18.30
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	6/11		\$25.09	60	15	\$12.35
Roofer			\$27.90	12	4	\$12.59
Sheet Metal Worker			\$28.90	40	23	\$13.35
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

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



**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.

**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.

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

**NO. 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. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, 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.

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**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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**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour 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 this eight (8) hours is too 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. 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.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**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, Decoration 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 will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Sunday in a particular year, 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
<b>CARPENTER</b>					
Journeyman	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
<b>OPERATING ENGINEER</b>					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oiler-Driver	6/11	\$20.69	21	5	\$21.33
<b>LABORER</b>					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
<b>TRUCK DRIVER - TEAMSTER</b>					
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

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.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

**NO. 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.

**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.

**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. 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.

## OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

### COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

**OVERTIME RATE:** 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.

**HOLIDAY RATE:** 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.

### UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

**OVERTIME RATE:** 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.

**HOLIDAY RATE:** 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.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15<sup>th</sup> day of December 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri cooperative contract C311028001 – Fluorescent Bulb and Non-Rechargeable Battery Recycling with WM Lampracker. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15<sup>th</sup> day of December, 2011.

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

Absent  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

COPY

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: August 2, 2011  
RE: State of Missouri Cooperative Contract for C311028001 – Fluorescent Bulb and Non-Rechargeable Battery Recycling

Purchasing and Facilities Maintenance request permission to utilize State of Missouri cooperative contract C311028001 – Fluorescent Bulb and Non-Rechargeable Battery Recycling with WM Lampracker of Kaiser, Missouri.

Invoices from this Term and Supply contract will be paid from department 6100 – Facilities and Grounds Maintenance, account 71524 – *DISPOSAL SERVICES*

cc: Contract File  
Bob Davidson, Facilities Maintenance

**PURCHASE AGREEMENT FOR  
FLUORESCENT BULB AND NON-RECHARGEABLE BATTERY RECYCLING SERVICES**

**THIS AGREEMENT** dated the 15 day of December 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **WM Lampracker**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Fluorescent Bulb and non-Rechargeable Battery Recycling Services**, in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C311028001**, as well as the Work Authorization Certification and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the State of Missouri Contract **C311028001** shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Fluorescent Bulb and Non-Rechargeable Battery Recycling as identified and responded to in the Contractor's Bid Response and in the attached State of Missouri contract. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the State of Missouri contract, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date written above** and extend through **September 7, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Delivery** - Contractor agrees to deliver the Fluorescent Bulb and non-Rechargeable Battery Recycling Services per the bid specifications.
5. **Billing and Payment** - All billing shall be invoiced to the Facilities Maintenance Department, Room 205, 601 E. Walnut St., Columbia, MO 65201 and billings may only include the prices listed in the Vendor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor 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 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. **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.

**WMLAMPTRACKER**

by Mark Jones  
title General Mgr

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
Wendy S. Neren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
Signature by ag

12/6/11  
Date

6100-71524 Term and Supply  
No Encumbrance Required  
Appropriation Account

**STANDARD TERMS AND CONDITIONS – CONTRACT WITH 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.
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. **U.S. mail only.**
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. The resulting contract will be considered a non-exclusive contract.
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.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

**NOTIFICATION OF STATEWIDE CONTRACT**

November 4, 2010

**CONTRACT TITLE:** Fluorescent Bulb and Non-Rechargeable Battery Recycling Services

**CURRENT CONTRACT PERIOD:** September 8, 2010 through September 7, 2011

**BUYER INFORMATION:** Leslie Kernna  
Phone: (573) 751-4887 Fax: (573) 526-9817  
Email: [leslie.kernna@oa.mo.gov](mailto:leslie.kernna@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	September 8, 2010 through September 7, 2011	September 7, 2015

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR PUBLIC USE ONLY.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

**THE USE OF THIS CONTRACT IS NOT MANDATORY.**

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C311028001	2627486130 1	WM Lamtracker 415 Industrial Drive Kaiser MO 65047 Email: <a href="mailto:rkohout@wm.com">rkohout@wm.com</a> Phone: (888) 537-4874 To place an order call: 800-664-1434	No	Yes

**STATEWIDE CONTRACT HISTORY**

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
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Deleted: ¶  
.....Page Break.....

09/08/10 – 09/07/11	11/04/10	Changed the Buyer Information on page one from Rebecca Brinkley to Leslie Kemna.
09/08/10 – 09/07/11	09/08/10	Initial issuance of new statewide contract.

**1.1 General Requirements:**

- 1.1.1 The contractor shall provide fluorescent bulb and non-rechargeable battery recycling services in accordance with the Missouri Hazardous Waste Management Laws, specifically, 10 CSR 25-16.273, for the State of Missouri (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein to the sole satisfaction of the state agency.
- 1.1.2 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency at its own discretion, to obtain alternate services elsewhere.
- 1.1.3 The contractor shall comply with all United States Environmental Protection Agency (EPA), Missouri Department of Natural Resources (MDNR), United States Department of Transportation (DOT), and local and county regulations regarding the fluorescent bulb and non-rechargeable battery recycling services.
- 1.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

**1.2 Performance Requirements:**

- 1.2.1 The contractor shall provide recycling services for the following fluorescent bulb and non-rechargeable battery types:

Fluorescent Bulb Types		Non-Rechargeable Battery Types
Straight Fluorescent	Shatter-Shield/Power Groove	Lead Acid Batteries
Broken Fluorescent Bulb	Incandescent	Lithium/Merc Batteries
Utube/Circular	PCB Ballast	Silver Batteries
HID/Mercury/Halide/Sodium Compacts	Non-PCB Ballast	Alkaline Batteries

- 1.2.2 The contractor shall provide for both 1) the pick-up of Fluorescent Bulbs and Non-Rechargeable Batteries from the state agency, and 2) the shipment of the Fluorescent Bulb and Non-Rechargeable Batteries to the contractor by the state agency.
  - a. If requested by the state agency, the contractor shall provide containers to the state agency for the storage of all fluorescent bulb and non-rechargeable batteries pending pick-up. The contractor shall provide all containers at no charge to the state agency. All shipping boxes shall be recycled or reused.
  - b. If requested by the state agency, the contractor shall provide pre-paid shipping containers for the state agency to the ship fluorescent bulbs and non-rechargeable batteries to the contractor.
- 1.2.3 When fluorescent bulb or non-rechargeable battery pick-up is required, the requesting state agency shall contact the contractor to schedule a pick-up of the fluorescent bulbs and/or non-rechargeable batteries.
  - a. The contractor shall schedule a pick-up to the state agency within five (5) working days of the notification request.
  - b. The contractor shall arrive at the state agency pick-up point during normal working hours as requested by the state agency.
  - c. In the event the contractor is unable to provide pick-up services on the pre-scheduled day due to unforeseen circumstances beyond the contractor's control, the contractor shall immediately contact the state agency of such non-pick-up and reschedule the pick-up within the forty-eight (48) hours of the original scheduled pick-up.

- d. The state agency shall provide the contractor with a forty-eight (48) hour notification of pick-up cancellation and/or pick-up rescheduling.
- 1.2.4 The state agency will attempt to have all fluorescent bulbs loaded in containers and brought to the state agency's loading dock prior to the contractor's arrival. In the event the fluorescent bulbs are not loaded in containers and/or have not been brought to the loading dock by the time of the contractor's arrival, the contractor shall assist the state agency personnel with placing the fluorescent bulbs into the containers and/or taking the fluorescent bulbs to the state agency's loading dock.
- 1.2.5 The contractor shall transport the fluorescent bulbs and non-rechargeable batteries from the state agency facility to the contractor's certified facility.
  - a. The contractor must have and maintain a Missouri Hazardous Waste Transporter License, USDOT Hazmat license, as well as all pertinent licenses, permits and registrations for the states that materials are transported through or as final destinations.
  - b. The contractor's pick-up and transport vehicle drivers must be HAZMAT trained and certified.
  - c. The contractor must have an MCS 90 or comparable insurance endorsement proving the transport vehicles can be operated on the road and are legal.
  - d. The contractor must be a Resource Conservation and Recovery Act (RCRA) Part B permitted facility.
- 1.2.6 The contractor shall provide the state agency with a Certificate of Recycle (COR) for each pick-up of fluorescent bulbs and non-rechargeable batteries.
- 1.2.7 The contractor shall ensure all fluorescent bulbs are broken down and reclaimed by each recyclable component (cardboards, mercury, glass, aluminum).
  - a. The contractor must clean and recycle the fluorescent bulb glass, all metal parts, aluminum end caps, and plastic pieces.
  - b. The contractor shall perform all fluorescent bulb processing, including retorting of the mercury phosphor powder, on-site at a permitted facility.
  - c. The contractor must operate the retorting equipment under negative pressure to insure no fugitive emissions are occurring.

### 1.3 Reporting Requirements:

- 1.3.1 On a monthly basis by no later than ten (10) calendar days after the end of the reporting period, the contractor shall provide a report sorted by state agency, which includes the following information:
  - a. The state agency,
  - b. The date of the pick-up and the pick-up site for fluorescent bulbs and non-rechargeable batteries picked up from the state agency,
  - c. The date of receipt of shipments of fluorescent bulbs and non-rechargeable batteries from the state agency,
  - d. The fluorescent bulbs and non-rechargeable battery description,
  - e. The fluorescent bulbs and non-rechargeable battery quantity,
  - f. The unit cost, and
  - g. The total cost.
- 1.3.2 The contractor shall send a copy of the report to each state agency and the State Recycling Coordinator.

#### 1.4 Invoicing and Payment Requirements:

1.4.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).

a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

1.4.2 Invoicing – The contractor shall submit a monthly itemized invoice to each state agency for the services actually provided during the month. Each invoice shall be itemized by date of pick-up/receipt of fluorescent bulbs and non-rechargeable batteries, the location of pick-up, number of fluorescent bulbs and/or non-rechargeable batteries picked up, number and size of shipping containers received, the applicable firm, fixed unit price as stated on the Pricing Page, and the total invoice amount. The applicable firm, fixed price for the fluorescent bulbs shall be determined based upon the quantity of bulbs picked up from the state agency.

a. In addition, the contractor shall include the bill of lading and Certificate of Recycle (COR) with the monthly invoice.

b. In the event the contractor must assist the state agency to prepare the pick-up or must wait for the state agency personnel to be available to sign shipping documents, and such time is in excess of one (1) hour, the contractor shall invoice for such stand-by time in accordance with the firm, fixed stand-by time hourly price stated on the Pricing Page. Such stand-by time shall be prorated in one quarter hour increments.

c. In the event the total cost of a pick-up of fluorescent bulbs at a state agency is less than the minimum charge as stated on the Pricing Page, the contractor may invoice the minimum charge amount instead of the firm, fixed prices as stated on the Pricing Page.

1.4.3 Payments –

a. After acceptance and approval of the services, invoices, and Certificate of Recycle, the contractor shall be paid for the services pursuant to the firm, fixed prices stated on the Pricing Page.

b. The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.

c. In the event the total payment due the contractor for the pick-up of fluorescent bulbs and non-rechargeable batteries is less than the firm, fixed minimum charge stated on the Pricing Page, the contractor shall be paid the minimum charge instead of being paid based on the firm, fixed unit prices.

1.4.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**1.5 Other Contractual Requirements:**

- 1.5.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.5.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.5.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 1.5.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

1.5.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.

1.5.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

1.5.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

1.5.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section, 285.530 RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section, 285.530 RSMo) if the contract binding the contractor and subcontractor affirmatively states that:

- 1) the direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530 RSMo and
- 2) shall not henceforth be in such violation and
- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.5.9 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the bid must be with individual(s) of equal or better qualifications than originally proposed.

1.5.10 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
  - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

1.5.11 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 1.5.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 1.5.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 1.5.14 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
  - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 1.5.15 Contractor Equipment Use:
- a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
  - b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 1.5.16 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 1.5.17 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
  - b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor

in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

**1.6 Federal Funds Requirements** - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

1.6.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
- b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.

1.6.2 Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.6.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

1.6.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

- 1.6.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 1.6.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.6.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.6.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.6.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
  - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
  - i. Missouri Governor's E.O. #05-30; and
  - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**Fluorescent Bulb and Non-Rechargeable Battery Recycling Services**

Description	Firm, Fixed Price			
Fluorescent Bulbs				
QTY →	0-250	251-500	501-1000	1,001+
Straight Fluorescent Bulb	\$0.05 Per Foot <i>Line Item 001</i>	\$0.05 Per Foot <i>Line Item 002</i>	\$0.05 Per Foot <i>Line Item 003</i>	\$0.05 Per Foot <i>Line Item 004</i>
Utube/Circular	\$0.30 Per Each <i>Line Item 005</i>	\$0.30 Per Each <i>Line Item 006</i>	\$0.30 Per Each <i>Line Item 007</i>	\$0.30 Per Each <i>Line Item 008</i>
HID/Mercury/ Halide/Sodium	\$0.79 Per Each <i>Line Item 009</i>	\$0.79 Per Each <i>Line Item 010</i>	\$0.79 Per Each <i>Line Item 011</i>	\$0.79 Per Each <i>Line Item 012</i>
Compacts	\$0.40 Per Each <i>Line Item 013</i>	\$0.40 Per Each <i>Line Item 014</i>	\$0.40 Per Each <i>Line Item 015</i>	\$0.40 Per Each <i>Line Item 016</i>
Shatter- Shield/Power Groove	\$0.89 Per Each <i>Line Item 017</i>	\$0.89 Per Each <i>Line Item 018</i>	\$0.89 Per Each <i>Line Item 019</i>	\$0.89 Per Each <i>Line Item 020</i>
Incandescent	\$0.15 Per Each <i>Line Item 021</i>	\$0.15 Per Each <i>Line Item 022</i>	\$0.15 Per Each <i>Line Item 023</i>	\$0.15 Per Each <i>Line Item 024</i>
PCB Ballast	\$0.59 Per Pound <i>Line Item 025</i>			
Broken Fluorescent Bulb	\$0.50 Per Pound <i>Line Item 026</i>			
Non-PCB Ballast	\$0.25 Per Pound <i>Line Item 027</i>			
Non-Rechargeable Batteries				
Lead Acid Batteries	\$0.25 Per Pound <i>Line Item 028</i>			
Lithium/Merc Batteries	\$4.00 Per Pound <i>Line Item 029</i>			
Silver Batteries	\$4.00 Per Pound <i>Line Item 030</i>			
Alkaline Batteries	\$0.75 Per Pound <i>Line Item 031</i>			

**Stand-By Time**

Description	Firm, Fixed Price
Stand-By Time	\$50.00 Per Hour <i>Line Item 032</i>

**Minimum Charge – The bidder shall provide a firm, fixed minimum charge for a fluorescent bulb pick-up.**

Description	Firm, Fixed Price per Pick-Up
Minimum Charge	\$350.00* <i>Line Item 033</i>

**Shipping Container – Firm, fixed percentage discount off the firm, fixed prices for Fluorescent Bulb and Non-Rechargeable Battery Recycling shipping containers identified in the contractor's price list.**

Line Item	Description	Firm, Fixed Percentage Discount
034	Price Discount	0%

\*For small quantities of lamps for recycle that would result in orders under the \$350 minimum, customers are encouraged to order LampTracker boxes utilizing the attached price sheet.



State of Missouri WMI LampTracker: Prepaid Box Program Quotation for RFP BJE102R Page 1 of 1 Dated 8/9/2010 sch33  
Sales Rep: Roy Kohout, Phone: 888-337-4874, E-Mail: RKohout@wm.com

Rebecca Brinkley State of Missouri Office of Administration, Division of Purchasing and Materials Management (DPM)M  
PO Box 409, Jefferson City, MO 65102-0809, Phone: 573-751-5341, E-Mail: rebecca.brinkley@ga.mo.gov

WMI LampTracker Pricing: The price for all Tracker containers includes both outbound & return shipping. This Program is Available in the Continental US Only. With the Exception of the State of Maine. To Place an Order, Please Call 800-664-1334

DESCRIPTION	UNIT	PRICE
<b>Lamps-TriGuard Boxes</b>		
TL	4' Medium TriGuard	\$53.00
TL4	4' Large TriGuard	\$75.00
TL6	6' TriGuard	\$75.00
TL8	8' TriGuard	\$75.00
TLC	Compact TriGuard	\$60.00
TLU	Ubertri TriGuard	\$75.00
<b>Lamps-VaporLok Boxes</b>		
V4M	4' Mini MercuryVaporLok	\$45.00
V4S	4' Small MercuryVaporLok	\$55.00
V4J	4' Medium MercuryVaporLok	\$75.00
V4L	4' Large MercuryVaporLok	\$99.00
V46	6'/UV MercuryVaporLok	\$99.00
V48	8'/UV MercuryVaporLok	\$99.00
V4C	Compact MercuryVaporLok	\$75.00
V4U	Ubertri/HID MercuryVaporLok	\$130.00

LAMP BOX TYPES
TriGuard - box-poly bag-box design
MercuryVaporLok - for incidentally broken lamps
adds a slide lock foil bag between the boxes

LAMP BOX CAPACITIES
4' Mini - 16 T8 or 7 T12
4' Small - 33 T8 or 16 T12
4' Medium & 6' - 61 T8 or 30 T12, or, for UV's 132 T5
4' Large - 146 T8 or 64 T12
6' - 56 T8, 25 T12, or, for UV's 125 T5
Compact - 350 two pin, 175 four pin, 106 spiral
Ubertri - 75 T8 or 41 T12
HID (VaporLok Ubertri box) 60-400 watt

Batteries & Ballasts - NO LITHIUM BATTERIES	UNIT	PRICE
BDH	Batteries - Half gallon bucket	\$60.00
BD1	Batteries - 1 gallon bucket	\$75.00
BD3	Batteries - 3.5 gallon bucket	\$115.00
BD5	Ballast - 5 gallon bucket, Holds up to 70 lbs	\$115.00

BATTERY CONTAINERS
include zip lock poly bag, bucket with locking lid
Half & 1 gallon includes outer shipping box
For dry cell batteries, half gallon up to 15 lbs,
1 gallon up to 25 lbs, & 3.5 gallon up to 70 lbs
<b>BALLAST CONTAINER</b>
5 gallon bucket holds 20 4' ballasts or longer

Mercury Devices	UNIT	PRICE
VMH	Half gallon bucket	\$52.00
VM1	1 gallon bucket	\$60.00
VM3	3.5 gallon bucket	\$91.00
VM5	5 gallon bucket	\$106.00

MERCURY DEVICE buckets are for electrical & medical Hg-containing equipment & devices up to 1 net lb of elemental Hg. All come with foil slide lock bag & outer shipping box
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Electronics	UNIT	PRICE
BEG-Electronics Gaylord-Holds up to 600 lbs*		\$390.00
BEH -Electronics 1/2 Gaylord-Holds up to 300 lbs*		\$180.00
BE1-Large Electronic Box, Holds up to 70 lbs		\$69.95
BEM-Medium Electronic Box, Holds up to 70 lbs		\$59.95
BE2-Small Electronic Box, Holds up to 70 lbs		\$39.95

E-BOX dimensions:
BEG* 44" wide, 36" deep, 32" high
BEH* 36" wide, 26" deep, 32" high
BE1 18" X 18" X 18"
BEM 18" X 18" X 12"
BE2 18" X 12" X 6"
*return shipping additional-see website for pricing

GreenTracker	UNIT	PRICE
GTS-Single Stream Recycling Container-one time use		\$49.95
GTMK-Single Stream Recycling Container - two pre-paid returnable liners		\$70.00
GTM-Replacement Inner Containers		\$35.00
TonerTracker		
CTL-Ink Cartridge Recycling Container		\$48.00

15" x 15" x 35" Aluminum, paper and plastic bottles-one time use  
15" x 15" x 35" Aluminum, paper and plastic bottles-multi use  
  
20" x 20" x 20" one-time use

From everyday collection to environmental protection,  
Think Green.® Think WMLT.



# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Firm, Entity, or Vessel : wm lamtracker  
State : MISSOURI

As of 02-Aug-2011 4:43 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15<sup>th</sup> day of December 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri cooperative contract C311091001 – Document Management Services with EPLAN Document Solutions. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15<sup>th</sup> day of December, 2011.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent \_\_\_\_\_  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: October 31, 2011  
RE: C311091001 – Document Management Services

Purchasing and Resource Management request permission to utilize the State of Missouri contract C311091001 to purchase Document Management Services from EPLAN Document Solutions of Columbia, Missouri. This contract will replace the current cooperative contract G-053106 that we have with Docucopy.

The initial term is from January 1, 2012 through August 31, 2013. This is a Term and Supply contract and invoices will be paid from department 2045 – PW – Design and Construction, account 23001 – Road and Bridge Fund.

cc: Kelle Westcott, PW  
Contract File

**PURCHASE AGREEMENT FOR  
DOCUMENT MANAGEMENT SERVICES**

**THIS AGREEMENT** dated the 15 day of December 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **EPLAN Document Solutions** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Document Management Services** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C311091001**, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or State of Missouri bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract **C311091001** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Document Management Services on an as needed basis per the pricing outlined on the enclosed *Pricing Page*.

3. **Contract Duration** - This agreement shall commence on **January 1, 2012 and extend through August 31, 2013** subject to the provisions for termination specified below. This contract may renew by order of the County for three (3) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

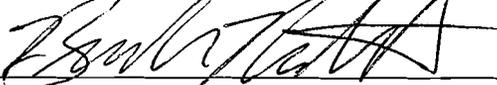
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

**EPLAN DOCUMENT SOLUTIONS**

by   
title Operations

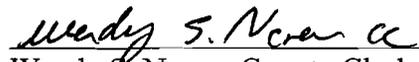
**BOONE COUNTY, MISSOURI**

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

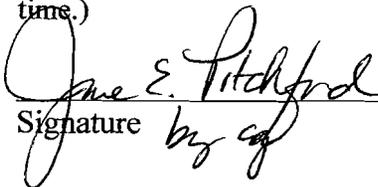
APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

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

  
Signature by cap

12/7/11  
Date

County Wide Term and Supply  
Appropriation Account

## STANDARD TERMS AND CONDITIONS – CONTRACT WITH 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. **U.S. mail only.**
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.



## NOTICE OF AWARD

State Of Missouri  
Office Of Administration  
Division Of Purchasing And Materials Management  
PO Box 809

Jefferson City, MO 65102-0809

<http://www.oa.mo.gov/purch>

<b>CONTRACT NUMBER</b> C311091001	<b>CONTRACT TITLE</b> Document Management Services
<b>AMENDMENT NUMBER</b> 001	<b>CONTRACT PERIOD</b> September 1, 2011 through August 31, 2013
<b>REQUISITION NUMBER</b> n/a	<b>VENDOR NUMBER</b> 4520495240 1
<b>CONTRACTOR NAME AND ADDRESS</b> EPLAN Document Solutions 1005 Cherry St. Suite 200 Columbia, MO 65203	<b>STATE AGENCY'S NAME AND ADDRESS</b> Office of Administration Division of Facilities Management, Design & Construction 301 W. High St., Room 730 Jefferson City, MO 65101
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>	
<p>This Notice of Award replaces the Notice of Award dated 6/28/11 with an incorrect contract period of September 1, 2011 through August 31, 2012. The correct contract period is as shown above.</p> <p>All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.</p> <p>SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.</p>	
<b>BUYER</b> Megan Howser	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:megan.howser@oa.mo.gov">megan.howser@oa.mo.gov</a> Phone: (573) 751-1686 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> 6/30/11
<b>DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT</b> James Miluski	

## 4. PRICING PAGE

- 4.1 **Document Management Services** - For each line item below, the offeror shall provide firm, fixed pricing for the original contract period for providing the document management services in accordance with the provisions and requirements of this RFP. Except for next day delivery services, all costs associated with providing the document management services shall be included in the stated prices.

<b>DOCUMENT MANAGEMENT SERVICES</b>		
<b>Line Item</b>	<b>Description</b>	<b>Unit Price</b>
<b>PRINTING OF LARGE FORMAT BID DOCUMENTS: 12" x 18" through 36" x 48"</b>		
001	Single Sided, Black & White	\$ 0.105 per sq. ft
002	Single Sided, Grayscale	\$ 0.10 per sq. ft
003	Single Sided, 4 Color	\$ 4.00 per sq. ft
<b>PRINTING OF SMALL FORMAT BID DOCUMENTS: 8 ½" x 11"</b>		
004	Single Sided, Black & White	\$ 0.035 per page
005	Single Sided, Grayscale	\$ 0.035 per page
006	Single Sided, 4 Color	\$ 0.75 per page
007	Double Sided, Black & White	\$ 0.045 per page
008	Double Sided, Grayscale	\$ 0.045 per page
009	Double Sided, 4 Color	\$ 1.50 per page
<b>PRINTING OF SMALL FORMAT BID DOCUMENTS: 11" x 17"</b>		
010	Single Sided, Black & White	\$ 0.15 per page
011	Single Sided, Grayscale	\$ 0.15 per page
012	Single Sided, 4 Color	\$ 1.50 per page
<b>PRINTING OF SECURE DOCUMENTS</b>		
013	Large Format, Black & White	\$ 0.20 per sq. ft
014	Large Format, Grayscale	\$ 0.20 per sq. ft
015	Large Format, 4 Color	\$ 2.00 per sq. ft
016	Small Format 8 ½" x 11" Single Sided, Black & White	\$ 0.10 per page
017	Small Format 8 ½" x 11" Single Sided, Grayscale	\$ 0.10 per page
018	Small Format 8 ½" x 11" Single Sided, 4 Color	\$ 0.20 per page
019	Small Format 8 ½" x 11" Double Sided, Black & White	\$ 0.20 per page
020	Small Format 8 ½" x 11" Double Sided, Grayscale	\$ 1.50 per page
021	Small Format 8 ½" x 11" Double Sided, 4 Color	\$ 3.00 per page
022	Small Format 11" x 17" Single Sided, Black & White	\$ 0.30 per page
023	Small Format 11" x 17" Single Sided, Grayscale	\$ 0.30 per page
024	Small Format 11" x 17" Single Sided, 4 Color	\$ 3.95 per page
<b>BINDING</b>		
025	Bind Drawings	\$ 0.00 per binding
026	Bind Specifications – Plastic Bind Comb	\$ 2.50 each
027	Bind Specifications – Plastic Coil Binding	\$ 3.00 each
028	Printed Card Stock Cover, 8 ½" x 11"	\$ 0.50 per page
029	Mounting on 3/16" Foam Board	\$ 5.50 per sq. ft
030	Laminating on Foam Board	\$ 4.50 per sq. ft
<b>FILE RETRIEVAL AND PRINTING/COPYING FROM ARCHIVE SYSTEM</b>		
031	File Retrieval & Copy to CD	\$15.00 each
032	File Retrieval & Printing (drawing sheet) based on 24x36	\$ 1.50 per sheet
033	File Retrieval & Printing (document pages)	\$ 0.15 per page

4.2 **Advertising Services** – If proposing to provide Advertising Services, the offeror shall provide a firm, fixed percentage over actual advertising cost for the line item below to provide advertising services in accordance with the provisions and requirements of this RFP. All costs associated with providing advertising services shall be included in the stated percentage. The firm, fixed percentage quoted shall be applicable for the original contract period and each renewal option period.

ADVERTISING SERVICES		
Line Item	Description	Firm, Fixed Percentage over Actual Advertising Costs
034	Advertising Services	_____ 7 _____ %

4.3 **Renewal Option Pricing** - The offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the *original* contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

DOCUMENT MANAGEMENT SERVICES							
Potential Renewal Period	Maximum Increase			Minimum Decrease			
First Renewal Period	Original Price	+	_____ 5 _____ %	or	Original Price	-	_____ %
Second Renewal Period	Original Price	+	_____ 5 _____ %	or	Original Price	-	_____ %
Third Renewal Period	Original Price	+	_____ 5 _____ %	or	Original Price	-	_____ %

~ *Do not complete both a maximum increase and a minimum decrease for the same renewal period.* ~



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z11091  
TITLE: Document Management Services  
ISSUE DATE: 4/25/11

REQ NO.: NR 300 22001000052  
BUYER: Megan Howser  
PHONE NO.: (573) 751-1686  
E-MAIL: megan.howser@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: May 31, 2011 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

	(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO:	DPMM		DPMM
	PO BOX 809		301 WEST HIGH STREET, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: July 1, 2011 through June 30, 2013

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Office of Administration  
301 West High St, Room 730  
Division of Facilities Management,  
Design & Construction  
Jefferson City, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/20/10). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

*mailing 503 E. Winona, Suite H, Box 346  
65201*  
SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME EPLAN Document Solutions
MAILING ADDRESS <i>Physical</i> 3806 B. Howard, Suite 106 <del>1005 Cherry St., Suite 200</del>
CITY, STATE, ZIP CODE Columbia, MO 65203

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. American Development Services Corp.
IRS FORM 1099 MAILING ADDRESS 2710 Thomas Ave., Suite 1073
CITY, STATE, ZIP CODE Cheyenne, WY 82001

CONTACT PERSON Brandon Roberts		EMAIL ADDRESS Robertsb41@gmail.com	
PHONE NUMBER 573-999-6321		FAX NUMBER 573-355-5433	
TAXPAYER ID NUMBER (TIN) 45-2049524	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>Brandon Roberts</i>		DATE 05/26/2011	
PRINTED NAME Brandon Roberts		TITLE Operations Manager	

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# EPLAN Document Solutions Response to Bid# B3Z11091

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- **2. Contractual Requirements**
- **2.1 General Requirements:**
- **2.1.1 – 2.1.9 Meets Requirements**
- **2.2 Document Receipt, Printing, Scanning and Binding Requirements:**
  - 2.2.1 a-c Meets Requirements
  - 2.2.2 a-o Meets Requirements
- **2.3 Advertising Requirements:**
  - 2.3.1 Meets Requirements
- **2.4 Bid Document Distribution/Delivery Requirements:**
  - 2.4.1 a-c Meets Requirements
  - 2.4.2 a-e Meets Requirements
  - 2.4.3 Meets Requirements
  - 2.4.4. Sample labels included in response documents
  - 2.4.5 Meets Requirements
  - 2.4.6 a. Meets Requirements  
b. Meets Requirements: Addenda fax for small format is \$0.75 each with a set-up fee of \$15.00
  - 2.4.7 Meets Requirements
  - 2.4.8 ReproMAX is one of the largest reprographics associations which has over 350 locations nationwide and internationally. View at <http://www.repromax.com/Locations.aspx>. Documents can be printed and delivered same day from most locations.
  - 2.4.9 Meets Requirements
- **2.5 Construction Project Database and Website Requirements:**
  - 2.5.1 Meets Requirements: L/F documents are \$0.40 each and S/F documents are \$0.20 each for posting to the on-line management system
  - 2.5.2 – 2.5.9 Meets Requirements
- **2.6 Bid Document Deposit Return Requirements:**
  - 2.6.1 – 2.6.3 Meets Requirements
- **2.7 Invoicing and Payment Requirements:**
  - 2.7.1 – 2.7.8 Meets Requirements

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  - 2.8.1 – 2.8.15 Understands and Meets Requirements
- **2.9 Federal Funds Requirements:**
  - 2.9.1 – 2.9.3 Understands and Meets Requirements

**EXHIBIT A**

**OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.  
American Development Services Corporation(ADS) is a Missouri corporation founded in 2007. It currently operates as dba EPLAN Document Solutions in Columbia, MO.
- b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any. EPLAN provides the following services: black/white and color printing and copying, document management, delivery and distribution, bid document deposit collection and return services, web site and online document viewing, life cycle document collection and archival services.
- c. Describe experiences serving as a contractor providing bid document printing and distribution/delivery, including deposit collection and management. Since 2007, we have been an intermediary for Bid Document Management including: in-house deposit collection, client reporting, deposit refunding and deposit credit to clients account. For entire bid document process see Exhibit D.8 Quality Control Procedures.
- d. Provide a list and short summary of information regarding the offeror's current contracts/clients.  
EPLAN provides Architects, Engineers, Subcontractors and Owners with construction document print and management services.  
Please see details on Exhibit B.
- e. List, identify, and provide reasons for each contract/client gained or lost in the past 2 years.  
EPLAN's clients say that we have a caring customer service team. We provide a deadline oriented industry with on-time document delivery, personalized customer service and a local staff who cares.
- f. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, and any parent/subsidiary affiliations with other firms, etc.  
ADS is a corporation with a director, registered agent and shareholders.  
EPLAN is made up of departmental supervisors/managers for production, customer service, sales and bookkeeping.
- g. Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.  
Please see attachment A.G

Attachment A.G

EPLAN Document Solutions  
Summary Balance Sheet  
As of December 31, 2010

	<u>Dec 31, 10</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	27,588.37
Accounts Receivable	66,391.30
Other Current Assets	8,206.17
<b>Total Current Assets</b>	102,185.84
Fixed Assets	221,528.39
Other Assets	-188,279.03
<b>TOTAL ASSETS</b>	<u><u>135,435.20</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	9,233.00
Other Current Liabilities	-72,051.80
<b>Total Current Liabilities</b>	<u>-62,818.80</u>
<b>Total Liabilities</b>	-62,818.80
<b>Equity</b>	<u>198,254.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>135,435.20</u></u>

**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> <u>EPLAN</u> (if reference is for a Subcontractor):	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company/Client:	Peckham & Wright Architects
Address of Reference Company/Client:	15 S. 10th Street, Columbia, MO 65201
Reference Contact Person Name, Phone #, and E-mail Address:	Kim Trabue, (573)449-2683, ktrabue@pwarchitects.com
Title/Name of Service/Contract	Reproduction & Online Plan Room Services
Dates of Service/Contract:	11/2007 - Present
If service/contract has terminated, specify reason:	
Size of Service such as: ✓ Total Annual Value/Volume	\$42,217.00
Size of Service/Contract (in terms of offeror's total amount of business)	11%
Description of Services Performed, such as: ✓ Document printing, scanning, and distribution/delivery ✓ Document pick-ups ✓ Bid document deposit collections and tracking ✓ Document tracking, database management, web site maintenance ✓ Document Security	Document Printing and Scanning Document pick-ups, Distribution and Delivery Document Tracking, Database Management and Web site Management, Document Security
Personnel Assigned to Service/Contract (include position title):	Customer Service

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

  
Signature of Contact Person Verifying Information

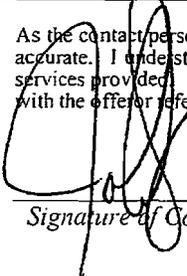
05/26/11  
Date of Signature

**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> <u>EPLAN</u> (if reference is for a Subcontractor):	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company/Client:	Little Dixie Construction
Address of Reference Company/Client:	3316 Lemone Industrial Blvd., Columbia, MO 65201
Reference Contact Person Name, Phone #, and E-mail Address:	John States, (573)449-7200, jlstates@ldconst.com
Title/Name of Service/Contract	Online Plan Room Services
Dates of Service/Contract:	11/2007 - Present
If service/contract has terminated, specify reason:	
Size of Service such as: <input checked="" type="checkbox"/> Total Annual Value/Volume	\$13,690.00
Size of Service/Contract (in terms of offeror's total amount of business)	4%
Description of Services Performed, such as: <input checked="" type="checkbox"/> Document printing, scanning, and distribution/delivery <input checked="" type="checkbox"/> Document pick-ups <input checked="" type="checkbox"/> Bid document deposit collections and tracking <input checked="" type="checkbox"/> Document tracking, database management, web site maintenance <input checked="" type="checkbox"/> Document Security	Document Printing and Scanning Document pick-ups, Distribution and Delivery Bid Document Deposit Collections and Tracking Document Tracking, Database Management and Web site Management
Personnel Assigned to Service/Contract (include position title):	Customer Service

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

  
Signature of Contact Person Verifying Information

5/23/2011  
Date of Signature

**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> <u>EPLAN</u> (if reference is for a Subcontractor):	
<b>Reference Information (Current/Prior Services Performed For)</b>	
Name of Reference Company/Client:	Emery Sapp and Sons
Address of Reference Company/Client:	2602 B. N Stadium Blvd., Columbia, MO 65202
Reference Contact Person Name, Phone #, and E-mail Address:	Rusty Crane, (573)445-8331, rcrane@emerysapp.com
Title/Name of Service/Contract	Online Plan Room Services
Dates of Service/Contract:	01/2008 - Present
If service/contract has terminated, specify reason:	
Size of Service such as: <input checked="" type="checkbox"/> Total Annual Value/Volume	\$16,675.00
Size of Service/Contract (in terms of offeror's total amount of business)	5%
Description of Services Performed, such as: <input checked="" type="checkbox"/> Document printing, scanning, and distribution/delivery <input checked="" type="checkbox"/> Document pick-ups <input checked="" type="checkbox"/> Bid document deposit collections and tracking <input checked="" type="checkbox"/> Document tracking, database management, web site maintenance <input checked="" type="checkbox"/> Document Security	Document Printing and Scanning Document pick-ups, Distribution and Delivery Bid Document Deposit Collections and Tracking Document Tracking, Database Management and Web site Management
Personnel Assigned to Service/Contract (include position title):	Customer Service

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

  
Signature of Contact Person Verifying Information

5-23-11  
Date of Signature

RFP B3Z11091

**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> <u>EPLAN</u> (if reference is for a Subcontractor):	
<b>Reference Information (Current/Prior Services Performed For):</b>	
Name of Reference Company/Client:	River City Construction
Address of Reference Company/Client:	6640 American Setter Drive, Ashland, MO 65010
Reference Contact Person Name, Phone #, and E-mail Address:	Michele Beal, (573)657-7380, mbeal@rccllc.com
Title/Name of Service/Contract	Online Plan Room Services
Dates of Service/Contract:	12/2007 - Present
If service/contract has terminated, specify reason:	
Size of Service such as: ✓ Total Annual Value/Volume	\$4,738.00
Size of Service/Contract (in terms of offeror's total amount of business)	2%
Description of Services Performed, such as: ✓ Document printing, scanning, and distribution/delivery ✓ Document pick-ups ✓ Bid document deposit collections and tracking ✓ Document tracking, database management, web site maintenance ✓ Document Security	Document Printing and Scanning Document pick-ups, Distribution and Delivery Bid Document Deposit Collections and Tracking Document Tracking, Database Management and Web site Management
Personnel Assigned to Service/Contract (include position title):	Customer Service

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

  
Signature of Contact Person Verifying Information

5/23/2011  
Date of Signature

**EXHIBIT C****PERSONNEL EXPERTISE SUMMARY**

(Complete this Exhibit for any additional personnel not included on previous Exhibit. Resumes may also be provided)

<b>Personnel</b>	<b>Background and Expertise of Personnel and Planned Duties</b>
1. <u>Brandon Roberts</u> (Name) <u>Operations Manager</u> (Title) <u>Responsible for all departments</u> (Proposed Role/Function)	Brandon has managed print production and IT services for over 10 years. He's a certified service technician for Océ, Canon and HP. His extensive background allows him to effectively manage any document service and print facility.
2. <u>Chad Roberts</u> (Name) <u>Production Operator</u> (Title) <u>Operator, quality control</u> (Proposed Role/Function)	Chad has 4 years experience in operating large format and small format equipment, quality control, pickup/delivery and on-line plan room management.
3. <u>Kyla Young</u> (Name) <u>Customer Service Supervisor</u> (Title) <u>Orders, Shipping, Payroll</u> (Proposed Role/Function)	Kyla has 15 years background in customer service and project document management. Out of that, 8 years has been spent in the printing industry. She said it has been a rewarding experience; helping her clients and friends!
4. <u>Jim Riles</u> (Name) <u>IT Manager</u> (Title) <u>Computer Network</u> (Proposed Role/Function)	Jim has over 20 years in software development, computer science and related MS certifications. Along with his vast knowledge in Information Systems, Jim is a person that can solve any problem and is a great communicator.
5. <u>William McQuigg</u> (Name) <u>Local Pickup/Delivery</u> (Title) <u>Driver and Shipping</u> (Proposed Role/Function)	Bill has over 8 years in the delivery business. He is a reliable and dependable person. He takes pride in handling all documents with care and also works in shipping.
6. <u>Sue Miller, CPA</u> (Name) <u>Accountant</u> (Title) <u>General Bookkeeping</u> (Proposed Role/Function)	Sue has over 25 years working with business accounting. She provides excellent services for companies, vendors and clients.

**EXHIBIT D**  
**METHOD OF PERFORMANCE**

- 1. a & c. **Printing Sample:** Meets requirements with submittal samples enclosed 1b: As requested all drawing and specification samples are printed on 24# bond. The 24# bond stock has a *lower* brightness quality than the standard 20# bond stock always used in printing construction documents. Therefore, a slight color and clarity variation exists.
- 2. **Security:** All secure documents are tracked through our Data Tracking System (DTS) that includes barcoding all documents of any size small format through large format. Secure document sets will be produced on yellow paper differencing those as secure.

We will use the following unique secure numbering scheme. This numbering scheme will be used for secure and non-secure document distribution. The Unique Project Number (UPN) will be tracked electronically throughout the printing and distribution stages. It will appear on the documents as a barcode with readable text. The UPN will be comprised of the following sequence:  
IIIIABCDEEEFFF.

**IIII = Unique Project Number**

**A = Phase**

R = Review

B = Bid

C = Construction

A = As Built or Record Sets

**B= Phase Number**     **(B, C and D = 1-9 and A-Z)**

**C = Document Type**

P = Plans

S = Specifications

A = Addenda

I = Insert

C = CD-ROM

D = Design Calculations

**D= Volume/Addenda Number**

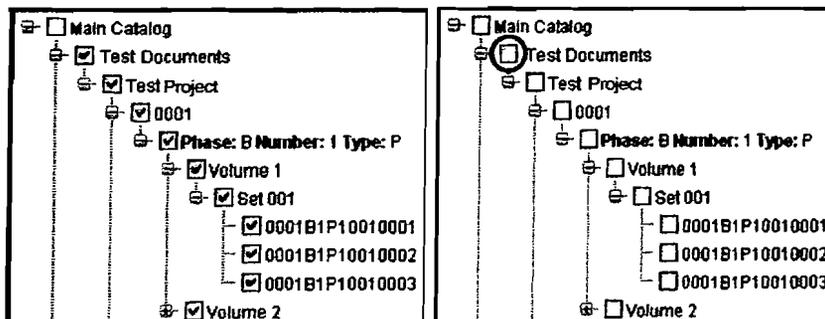
**EEE = Serial Number**

**FFFF = Page Number**

- 3. Within the Documents Tracking System a Main Catalog appears. When projects are checked out to a Customer, the check box will show red text and will be preceded by "OUT". Checking a branch will cause all sub-branches and the items under them to be checked. Un-checking that same branch will uncheck all sub-branches and items under it.

**EXHIBIT D, continued**

**Example:**



- 4. **Bid Document Deposit:** All deposits for bid sets are collected from the Contractor and are by check. All deposits are logged into our DTS for data collection and tracking. The bar code system within DTS allows for the returned sets to be scanned and a report is generated showing what documents were returned and by whom. Their deposit is returned when the bid documents are back within 15 business days after the bid date. Deposit checks are then refunded in their original form. This is recorded in the DTS where reporting takes place.

A monthly report will be generated by projects returned, not returned or returned late (after 15 days of bid date). Please see attachment D.4

- 5. **Equipment List:**

Manufacturer/Model	Quantity	Purchase Date
○ Océ TDS 750	2	07/2011
○ Océ 9800	1	02/2010
○ Océ Plotwave 300	1	10/2009
○ Ricoh MP 9000	2	07/2011
○ Ricoh MP 3110	3	07/2011
○ Canon IPF850	1	01/2010
○ Seal Laminator	1	03/2009
○ HP, Dell Laptops	5	05/2010
○ HP Desktops PC	7	07/2010
○ Dell Servers	3	02/2009
○ 2009 Chevy Van	1	11/2010
○ *QuickBooks Premier 2011	4	07/2011
○ MICS Phone System	1	07/2011
○ Software DFS	3	07/2011
○ *Software eDist	1	07/2011
○ *SDT	1	07/2011

\*s/w upgrade

**EXHIBIT D, continued**

- **6. Distribution/Delivery Service:** The production facility is located approximately 25 miles from the State of MO FDM&C office. We have a response time of less than an hour, Monday – Friday from 8:00 AM to 5:00 PM. Pick-up, delivery and distribution services are provided by company owned vehicles. Pick-up and delivery services to anyone within a 40 mile radius of Jefferson City, MO. Contractors can also pick-up documents during regular business hours, Monday– Friday from 8:00 AM to 5:00 PM. Shipping and fulfillment services are provided through USPS, UPS, and FedEx.

All orders for documents are placed by contractor and clients through the DTS on-line ordering format for tracking and fulfillment. Orders can be tracked through these stages: pending, Customer pick-up, delivery, ready to be shipped, filled, and shipping tracking number. For an order to be completed, the corresponding bar codes must be assigned to the order for quality control measures.

- **7. Proposed print facility:** 19 Business Loop 70  
Columbia, MO 65203
- **8. Quality Control:** Please see attachment D.8
- **9. Archive:** Documents will be created in an archive system for construction documents that will include multiple backups to ensure 99.99% redundancy. The documents will always remain online in an archive status not viewable to the public. The archived documents can be made viewable in only a few minutes at the State's request. The archived documents will also be stored locally on secure servers. These servers are backed up daily to local storage drives as well as off-site storage drives. This prevents data loss in case of a catastrophic event.

The archive system will be created using a well organized folder structure. The folder structure will be organized by project name, project number, bid date and type of document (plan, spec, etc.). This is known as a folder tree. For example (\* = folder):

\*#123456 - New Project Name – Bid Date (mm/dd/yyyy)  
    \*Plans  
    \*Specs  
    \*Addendum #1  
    \*Addendum #2

Should this contract be terminated, canceled or expired the State of MO FMD&C will be provided all of their documents in a portable document format (pdf). This file format is universally known and can be viewed by a plethora of applications, most of which can be downloaded for free off of the internet.

## EXHIBIT D, continued

- **10. Advertising Service:** EPLAN will team with Media Bids, Inc. for the advertising placement under the terms of this RFP. Media Bids was founded in 1999 to allow print publications to broaden their market reach in a cost effective way while giving advertisers a web-based system to purchase advertising in a competitive environment.

Since its online launch in 2003, Media Bids has become the leading online print advertising marketplace, bringing together more than 7,000 publications and 15,000 businesses on its web site. Media Bids is the premier marketplace for buying and selling print advertising.

They contact the publications directly and speak to sales people and ad directors directly to negotiate the rates. Our proactive negotiating skills and inclusive approach gets optimal results with deeply discounted rates. We explain our client's needs and goals and make the publication feel vested in the success of the advertising program. Advertisers and publications can interact to buy and sell advertising in a wide-variety of print media (newspapers, magazines, journals, directories, shoppers, newsletters, trade magazines, college newspapers and direct mail) using patented online tools.

When the ad is received it will run within 1-3 days depending on the publication's schedule and deadlines.

### Outline of Services

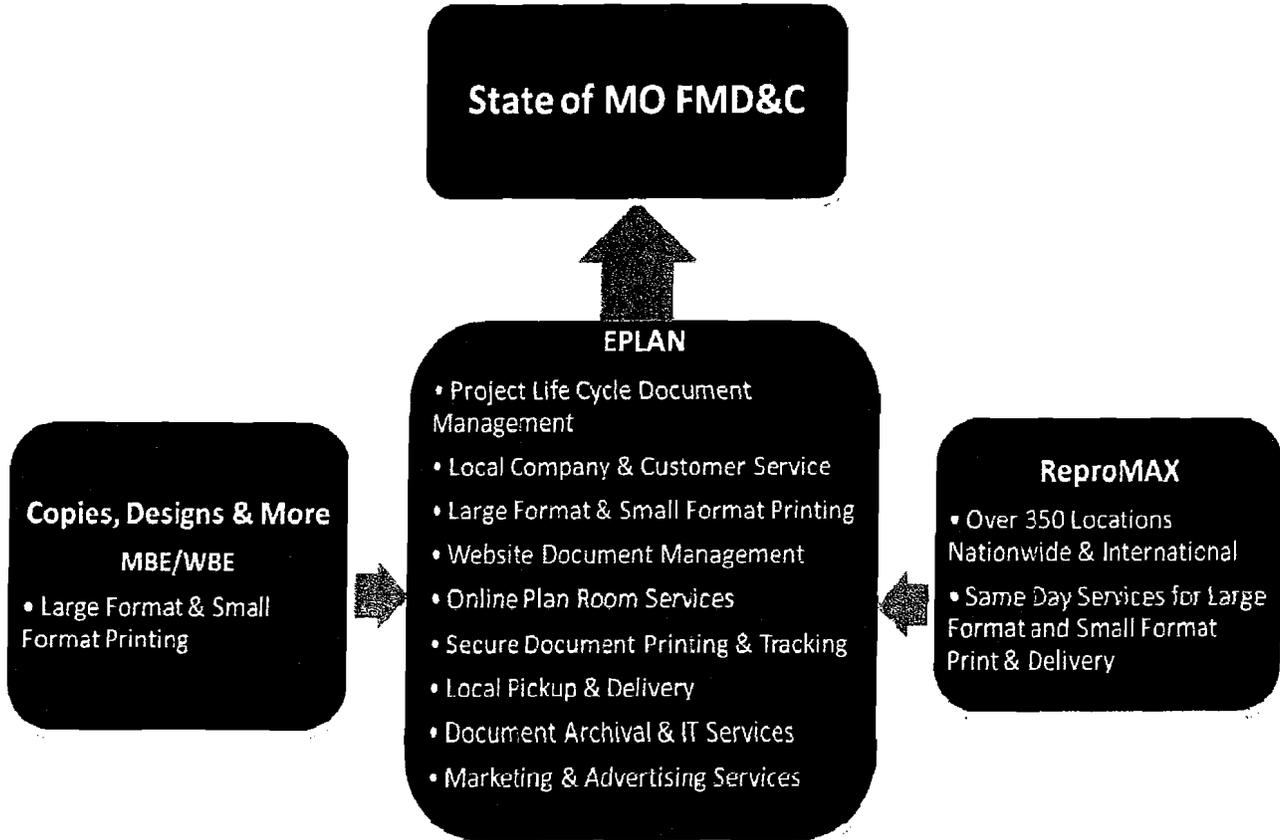
- Pricing Negotiation
- Placement/Insertion order (IO) compliance
- Ad trafficking
- Ad sizing
- Unique tracking phone number insertion
- Performance tracking/reporting/analysis
- Tear sheet/placement reconciliation
- Budgeting and cash management
- Publication evaluations/recommendations
- General advertise planning

- **11. Economic Impact to Missouri:** All document management services provided under the term of the contract are done so by Missouri based corporations, performed by Missouri tax paying residents, and done so through Missouri based locations. All locations pay Missouri sales tax and property tax, including our MBE/WBE partner.

The digital services we provide allow contractors the ability to pre-qualify bidding projects online or by CD before requesting hard copy documents which saves State of Missouri and taxpayer monies. Our services reach thousands of contractors daily, free of charge. This allows them to find out about State of Missouri bidding projects without having to travel, saving personnel time and reducing expenses to the overall bidding project.

**EXHIBIT D, continued**

▪ **12. Organizational Chart:**



**EXHIBIT D.4**

**Deposit Report**

**5/23/2011**

Project #5014 – T0001-01 / State of Missouri Test Project				
<b>Order #:</b> 114730 <b>Order Date:</b> 6/15/2010	<b>State of Missouri-Marlene Blackburn</b> <b>Contact:</b> Marlene Blackburn 301 West High Street, Room 780, Box 809 Division of Facilities Management, Design and Cons Jefferson City, MO 65102 <b>Phone:</b> (573) 522-6035 <b>FAX:</b> (573) 751-7277	<b>Bid Categories:</b> Owner	<b>Total:</b> \$ 0	<b>Check #:</b>
<b>Discipline:</b> Full Size Plans	Sets: 333BIP1024 - 01/15/2010 on 6/15/2010 12:11:57 PM			
<b>Discipline:</b> Half Size Plans - Owner Only	Sets: 333BH1007 - 01/15/2010 on 6/15/2010 12:01:49 PM			
<b>Discipline:</b> Specs	Sets: 333BIS1031 - 01/15/2010 on 6/15/2010 12:11:53 PM 333BIS1054 - 01/15/2010 on 6/15/2010 12:11:57 PM			
<b>Order #:</b> 114731 <b>Order Date:</b> 6/15/2010	<b>State of Missouri-Scott Dressel</b> <b>Contact:</b> Scott Dressel 301 West High St Jefferson City, MO 65102 <b>Phone:</b> (573) 751-9203 <b>FAX:</b> (573) 751-7277	<b>Bid Categories:</b> Owner	<b>Total:</b> \$ 0	<b>Check #:</b>
<b>Discipline:</b> Full Size Plans	Sets: 333BIP1023 - 01/15/2010 on 6/15/2010 12:15:21 PM			
<b>Discipline:</b> Half Size Plans - Owner Only	Sets: 333BH1006 - 01/15/2010 on 6/15/2010 12:14:22 PM			
<b>Discipline:</b> Specs	Sets: 333BIS1010 - 01/15/2010 on 6/15/2010 12:15:16 PM			
<b>Order #:</b> 114732 <b>Order Date:</b> 6/15/2010	<b>Coffey Design Group, LLC</b> <b>Contact:</b> J. Steven Coffey 1102 Bellerive Blvd St. Louis, MO 63111 <b>Phone:</b> (314) 776-1910 <b>FAX:</b> (314) 776-1620	<b>Bid Categories:</b> Consultant	<b>Total:</b> \$ 0	<b>Check #:</b>
<b>Discipline:</b> Full Size Plans	Sets: 333BIP1018 - 01/15/2010 on 6/15/2010 12:06:35 PM			
<b>Discipline:</b> Specs	Sets: 333BIS1023 - 01/15/2010 on 6/15/2010 12:06:36 PM			
<b>Order #:</b> 114734 <b>Order Date:</b> 6/15/2010	<b>MO-KAN (St Louis) CCAC, Inc.</b> <b>Contact:</b> Dan Liddell 5261 Delmar Blvd Suite B St Louis, MO 63108 <b>Phone:</b> (314) 454-9675 <b>FAX:</b> (314) 361-9806	<b>Bid Categories:</b> Planroom	<b>Total:</b> \$ 0	<b>Check #:</b>
<b>Discipline:</b> Half Size Plans - Owner Only	Sets: 333BH1002 - 01/15/2010 on 6/15/2010 12:17:38 PM			
<b>Discipline:</b> Specs	Sets: 333BIS1026 - 01/15/2010 on 6/15/2010 12:17:33 PM			
<b>Order #:</b> 114737 <b>Order Date:</b> 6/15/2010	<b>AGC of Missouri</b> <b>Contact:</b> AGC of Missouri 1221 Jefferson St Lower Level Jefferson City, MO 65109 <b>Phone:</b> (573) 634-5574 <b>FAX:</b> (573) 634-5875	<b>Bid Categories:</b> Planroom	<b>Total:</b> \$ 0	<b>Check #:</b>
<b>Discipline:</b> Half Size Plans - Owner Only	Sets: 333BH1000 - 01/15/2010 on 6/15/2010 12:11:40 PM			
<b>Discipline:</b> Specs	Sets: 333BIS1000 - 01/15/2010 on 6/15/2010 12:11:40 PM			
<b>Order #:</b> 114738 <b>Order Date:</b> 6/15/2010	<b>Reed Construction Data</b> <b>Contact:</b> Dulinda Rudaitis 30 Technology Pkwy S Suite 500 Norcross, GA 30092 <b>Phone:</b> (800) 487-1845 <b>FAX:</b> (800) 303-8629	<b>Bid Categories:</b> Planroom	<b>Total:</b> \$ 0	<b>Check #:</b>
<b>Discipline:</b> Half Size Plans - Owner Only	Sets: 333BH1001 - 01/15/2010 on 6/15/2010 12:11:40 PM			

**EXHIBIT D.4, continued**

Discipline: Specs		Seis: 333BIS1025 Checked Out on 6/16/2010 1:38:20 PM		
<b>Order #:</b> 114770 <b>Order Date:</b> 6/16/2010	<b>Brinkmann Constructors</b> <b>Contact:</b> Clint Moss 16650 Chesterfield Grove Road Suite 100 Chesterfield, MO 63005 <b>Phone:</b> (636) 537-9700 <b>FAX:</b> (636) 537-9880	<b>Bid Categories:</b> General Contractor	<b>Total:</b> \$ 30	<b>Check #:</b> 1234
Discipline: Full Size Plans		Seis: 333BIP1015 Checked Out on 6/16/2010 1:09:32 PM		
Discipline: Specs		Seis: 333BIP1011 Returned on 7/23/2010 11:31:46 AM		
Discipline: Specs		Seis: 333BIS1011 Returned on 7/23/2010 11:31:01 AM		
Discipline: Specs		Seis: 333BIS1012 Returned on 7/23/2010 11:31:21 AM		
<b>Order #:</b> 114909 <b>Order Date:</b> 6/22/2010	<b>Demien Construction Co.</b> <b>Contact:</b> Nikki Kasper 372 Shadow Pines Drive Wentzville, MO 63385 <b>Phone:</b> (636) 332-5500 <b>FAX:</b> (636) 332-5465	<b>Bid Categories:</b> General Contractor	<b>Total:</b> \$ 60	<b>Check #:</b> 1234
Discipline: Full Size Plans		Seis: 333BIP1033 Checked Out on 6/23/2010 11:11:28 PM		
Discipline: Specs		Seis: 333BIP1036 Checked Out on 6/23/2010 11:11:40 PM		
Discipline: Specs		Seis: 333BIS1042 Checked Out on 6/23/2010 11:11:35 PM		
Discipline: Specs		Seis: 333BIS1045 Checked Out on 6/23/2010 11:11:50 PM		
<b>Order #:</b> 114993 <b>Order Date:</b> 6/24/2010	<b>FDH, Inc.</b> <b>Contact:</b> Doug Eilert 3115 S. grand, suite 300 st. louis, MO 63118 <b>Phone:</b> (314) 773-4000 <b>FAX:</b> (314) 773-4002	<b>Bid Categories:</b> General Contractor	<b>Total:</b> \$ 0	<b>Check #:</b>
Discipline: Full Size Plans		Seis: 333BIP1031 Returned on 7/23/2010 11:35:24 AM		
Discipline: Specs		Seis: 333BIS1038 Returned on 7/23/2010 11:35:21 AM		
Discipline: View Only GB		Seis: 333BID1001 Checked Out on 6/28/2010 11:11:01 PM		
<b>Order #:</b> 115082 <b>Order Date:</b> 6/28/2010	<b>Dickherber Electric Inc.</b> <b>Contact:</b> Theresa t 1708 S. Fifth Street St. Charles, MO 63303 <b>Phone:</b> (636) 946-6432 <b>FAX:</b> (636) 946-0336	<b>Bid Categories:</b> Sub-Contractor	<b>Total:</b> \$ 30	<b>Check #:</b> 1234
Discipline: Full Size Plans		Seis: 333BIP1038 Checked Out on 6/28/2010 3:59:17 PM		
Discipline: Specs		Seis: 333BIS1046 Checked Out on 6/28/2010 3:59:22 PM		
<b>Order #:</b> 115099 <b>Order Date:</b> 6/29/2010	<b>Niehaus Construction Services, Inc.</b> <b>Contact:</b> Christine Rezek 4151 Sarpy Avenue Saint Louis, MO 63110 <b>Phone:</b> (314)533-8434 <b>FAX:</b> (314)533-1448	<b>Bid Categories:</b> Not Specified	<b>Total:</b> \$ 0	<b>Check #:</b>
Discipline: Full Size Plans		Seis: 333BIP1041 Returned on 6/30/2010 12:35:24 PM		
Discipline: Specs		Seis: 333BIS1049 Returned on 6/30/2010 12:35:24 PM		
<b>Order #:</b> 115123 <b>Order Date:</b> 6/29/2010	<b>J.L. Brown Contracting Service</b> <b>Contact:</b> Jimmie L. Brown 3783 Rider Trail S Earth City, MO 63045 <b>Phone:</b> (314) 770-9066 <b>FAX:</b> (314) 770-9082	<b>Bid Categories:</b> General Contractor	<b>Total:</b> \$ 0	<b>Check #:</b> Awarded GC
Discipline: Full Size Plans		Seis: 333BIP1052 Checked Out on 6/29/2010 11:08:11 PM		
Discipline: Specs		Seis: 333BIS1060 Checked Out on 6/29/2010 11:08:09 PM		
<b>Order #:</b> 115266 <b>Order Date:</b> 7/2/2010	<b>Niksic Air-Conditioning and Heating, LLC</b> <b>Contact:</b> Enesa Niksic 638 Lemay Ferry St. Louis, MO 63125	<b>Bid Categories:</b> Sub-Contractor	<b>Total:</b> \$ 0	<b>Check #:</b>

**EXHIBIT D.4, continued**

**Phone:** (314) 631-6177  
**FAX:** (314) 631-2150

Discipline: Full Size Plans      SAs: 333B IS 044      Returned on 03/20/10 03:18 AM  
Discipline: Specs                      SAs: 333B IS 052      Returned on 03/20/10 03:57 AM

**Total Deposits for Projects Not Returned: \$120**

**EXHIBIT D.8**  
**QUALITY CONTROL PROCEDURES**

○ **Intake**

- Project comes in via our company courier, customer drop off, LeapFile or electronic file transfer
- If project comes in electronically, the sender is notified that we have received it and the documents are saved in our securely backed system
- CSR prepares an electronic work order through the accounting system with a unique work order ID# and a hard copy is printed
- All project information is added to our Document Tracking System (DTS)
- All owners, architects, engineers, contractors, planrooms and others being distributed to are added to the DTS if not already there. The project quantities and order details are added
- Each order created has a unique order number that is associated with the customer being distributed to
- The order then appears in the DTS as a pending order and any necessary delivery tickets are printed

○ **Production**

- The hard copy work order is placed in the production department's in-box
- Hard copies to be reproduced are distributed by the CSR to the respective production department areas and production is notified of the whereabouts of any electronic documents
- The project is written visually in the Production area by the CSR. This info includes project name & number, owner, number of copies of all pieces, date & time due, and any special instructions. This information is not deleted until 100% of the project has been completed.

○ **1<sup>st</sup> Production QC**

- Production checks the number of copies requested on our work order against the number of copies requested by the client's transmittal
- Production checks all plans & specs against the TOC/Index before any reproduction begins
- Slip sheets are inserted in specs where necessary
- If any discrepancies are found between the TOC/Index and the documents we have, the client is immediately notified and the project is held until all discrepancies are resolved with the client
- Documents are scanned in to our Archival system and saved to an individual clients folder based on the phase of the project. See structure under Archive D.9.

## **EXHIBIT D.8, continued**

### **○ 2<sup>nd</sup> Production QC**

- Once documents have been corrected and scanned, a hard copy is printed and rechecked. If ok, production begins
- Production personnel are constantly monitoring output for quality and accuracy

### **○ 3<sup>rd</sup> Production QC**

- Production Manager reviews all plans and specs that have been produced before distribution occurs
- Production manager creates the UPN Bar Codes for the project and each piece is labeled
- Production department labels plans & specs
- Based on the distribution list the client provides the documents are separated by delivery, ship out, shelf set
- Inserts (including a Return Handling Process for deposit refund) are placed behind the front cover of contractor sets with an envelope or label as requested
- Production personnel complete the work order by filling in all remaining items including the number of originals, all sizes, and any other information

### **○ 4<sup>th</sup> QC – Shipping Department**

- The courier matches up what was prepared by production with the delivery tickets the CSR prepares.

### **○ 5<sup>th</sup> QC – Shipping Department**

- Prior to shipping or delivery, the DTS is used to log all outgoing items to the order. Documents can be assigned by sheet or item as needed.
- The DTS will not allow any items to be distributed that are not on the order, to distribute too many items, or incorrect items
- The UPN barcodes are recorded in the DTS and serve as the set number distributed to that Customer. This allows us to know exactly what pieces were distributed to whom.
- Once all items for an order are scanned, the DTS will recognize and update that the order has been filled
- Documents requiring shipping are then packaged for shipment with the project name, number and the company name as references one and two on the shipping label for easy reference. This helps us ensure we have the right tracking number for a particular customer and if the shipping company has a problem it allows us to know exactly what is in the package
- Tracking numbers for items shipped are added to our DTS for the company and/or individual they were shipped to, under the project. With a simple click, an item can be tracked by anyone.
- We electronically have daily shipping logs, that are archived, with all information and also store a hard copy for easy tracking
- After delivery & ship out orders have been filled, all remaining sets are rolled up individually.

## EXHIBIT D.8, continued

- Documents are posted to website (if requested)
- Once production and shipping are finished the production manager reviews the work order before sending back to CSR
- Production manager deletes the work order visually from the board
  - o **Accounting**
    - CSR matches up signed delivery tickets with work order and verifies that all documents requiring shipping or delivery have been completed
    - CSR verifies all data has been filled out correctly on the work order and enters it in our accounting system
    - A hard copy of the updated work order is then given to accounting to review and produce an invoice as necessary (some clients request several work orders be put on one invoice)
  - o **Distribution and Deposit Tracking of Shelf Sets**
    - Shelf sets can be issued via electronic orders that come in from our electronic plan room or walk-in customers
    - Emails are generated for all work orders placed that go directly to production and shipping
    - CSR prints hard copies of all orders that are placed
    - CSR keeps a separate folder for each project. Deposit account information, physical checks, order forms and a daily log are kept.
    - The log includes the name of every company that has received plans for that project, the date an electronic copy of the check was received (if applicable), the check number, or credit card type and transaction number, or that the customer is on our depositor list. The log also shows the date the physical funds were received and the date the funds were returned to the customer. If a deposit is partially refundable, there are two separate folders, one marked refundable and one marked non-refundable created. These separately contain the information above for each deposit type.
    - CSR records bar codes in DTS and fills orders for walk in customers
    - CSR gives printed ticket to shipping to fill ship out orders
    - All items (plans, specs, inserts, addendum, etc.) are scanned in the DTS against the order that was placed prior to documents leaving the facility
    - Once all items ordered have been scanned, the system shows the order as being filled as of that date and tracking is entered in DTS
    - After the items ships, the order is returned to the CSR for confirmation
  - o **Plan Return Handling**
    - When returns come back, they are scanned to the DTS for each item that was distributed.
    - The system affiliates the UPN barcode with the order in the DTS. The items are “checked-in” for that order

### **EXHIBIT D.8, continued**

- A Daily Returns Report shows all items that have been returned for a project and by whom. The report will show if all items were returned or if there were items missing from a particular project.
  - If all items were returned the refundable portion of the deposit is returned to the customer in the same form of payment as received.
  - If not all items were returned for the order a customer is notified so that the missing items can be returned and their deposit refunded.
- **Addendum Distribution**
- If Addendum is received electronically or in hard copy form by 3:00 pm, we can process and distribute it same day
  - If received electronically, sender is notified of receipt
  - CSR prepares a work order through the accounting system with a UPN order ID# and a hard copy is printed
  - CSR prints a current Plan holders list, attaching it to the work order, and makes delivery tickets for all local deliveries
  - Work orders are placed in production in-box and written visually in Production
  - Because of the time sensitive material, production members are also verbally told by the CSR about the Addendum
  - Documents are reviewed for mistakes/omissions
  - Addenda documents are scanned and/or directly saved to our storage drive the same way as bid and review documents. Within the project folder a new folder is created and named Add #, with the date and how the addenda is being issued, fax, email, ship, etc.
  - Addendum to be faxed or emailed are sent out to all plan holders
  - Confirmation reports are generated and stored. Any errors are attempted a second time. If this fails we attempt to call and verify the contact information we have. If contact can't be made a hard copy is sent overnight.
  - If an addenda needs to be shipped, Production Manager creates the UPN Bar Codes for the Addendum
  - Production personnel are constantly monitoring output for quality and accuracy
  - Production Manager reviews all addendum items that have been produced before distribution occurs
  - The Addendum is posted to our DTS and bid dates are updated if necessary
  - The courier matches up what was prepared by production with the delivery tickets the CSR prepares
  - DTS is used to log all delivery and ship out items for an order
  - Documents requiring shipping are then packaged for shipment with the project name, number, addendum number, and the company name as references one and two on the shipping label for easy reference
  - Shipping and processing charges are calculated and the work order is filled out
  - Production Manager erases order visually from production and returns the work order with all shipping information to the CSR for further review
  - CSR verifies all shipments went out and ticket information is correct and adds it to the accounting system before forwarding the ticket to accounting

**EXHIBIT E**  
**PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

<b>MBE Participation Commitment Table</b>			
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)			
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b>	
<b>Document Management Services</b>			
1.Copies, Designs & More	10 %	large & small format black/white	
2.	%		
<b>Total MBE Percentage:</b>	10 %		
<b>Document Management Services with Advertising</b>			
1.Copies, Designs & More	10 %	large & small format black/white	
2.	%		
<b>Total MBE Percentage:</b>	10 %		

<b>WBE Participation Commitment Table</b>			
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)			
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed WBE</b>	
<b>Document Management Services</b>			
1. Copies, Designs & More	5 %	large & small format black/white	
2.	%		
<b>Total WBE Percentage:</b>	5 %		
<b>Document Management Services with Advertising</b>			
1. Copies, Designs & More	5 %	large & small format black/white	
2.	%		
<b>Total WBE Percentage:</b>	5 %		

<b>Organization for the Blind/Sheltered Workshop Commitment Table:</b>	
By completing this table, the offeror commits to use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b><u>Name of Organization for the Blind or Sheltered Workshop Proposed</u></b>	<b><u>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</u></b>
Document Management Services	n/a
Document Management Services with Advertising	





**State of Missouri**  
**Office of Administration**  
**Office of Equal Opportunity**

Kevin L. Summers  
Commissioner of Administration

Alan K. Green  
Director

*This is to certify that Coples Designs & More, Inc. qualifies as a Minority Business Enterprise and Women Business Enterprise that has met the eligibility criteria established by the State of Missouri, Office of Administration.*

Handwritten signature of Alan K. Green in black ink.

Alan K. Green, Director, Office of Equal Opportunity

Certification Number B03144 Date of Issue 3/9/2011 Date of Expiration 1/31/2012

**St. Louis Minority Business Council**



THIS CERTIFIES THAT

**COPIES DESIGNS & MORE, INC.**

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.<sup>®</sup> (NMSDC<sup>®</sup>) and as adopted by the St. Louis Minority Business Council

**\*\*NAICS Code(s): 323114 ; 323115 ; 323117 ; 323119 ; 323121**

**\*\*Description of their product/services as defined by the North American Industry Classification System (NAICS)**

02/23/2011

ST1120193

*Issued Date*

*Certificate Number*

01/31/2012

*Expiration Date*

*James Webb, President, SLMBC*

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>.



*An affiliate of the National Minority Supplier Development Council, Inc.<sup>®</sup> (NMSDC<sup>®</sup>)*

**EXHIBIT G**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the offeror's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

n/a

\_\_\_\_\_  
Service-Disabled Veteran's Name (Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
*Service-Disabled Veteran's Signature*

\_\_\_\_\_

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran Business



**EXHIBIT H. continued**

*Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of A.O. Authorization on file with the State of Missouri. If completing Box B, you do not complete Box C.*

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that A.D.S. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

<u>Brandon Roberts</u> Authorized Business Entity Representative's Name (Please Print)	<u>[Signature]</u> Authorized Business Entity Representative's Signature
<u>American Development Services</u> Business Entity Name	<u>5-23-11</u> Date
<u>robertsb41@gmail.com</u> E-Mail Address	

As a business entity, the bidder/offeror/contractor must perform/provide the following. The bidder/offeror/contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT H. continued

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/offeror/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Brandon Roberts (Name of Business Entity Authorized Representative) as Operations (Position/Title) first being duly sworn on my oath, affirm A.D.S. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that A.D.S. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

[Handwritten Signature]  
Authorized Representative's Signature

Brandon Roberts  
Printed Name

Operations Manager  
Title

5-23-11  
Date

robertsb41@gmail.com  
E-Mail Address

417 178  
E-Verify Company ID Number

Subscribed and sworn to before me this 23 of May 2011. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of Boone, State of  
(NAME OF COUNTY)  
Missouri, and my commission expires on 6/6/14.  
(NAME OF STATE) (DATE)

[Handwritten Signature: Billie Connally]  
Signature of Notary

5/23/2011  
Date



# E-Verify

Employment Eligibility Verification



Welcome Brandon Roberts User ID BR0B7215 Last Login 02:12 PM - 05/23/2011 Log Out

- Home
- My Cases
- New Case
- View Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

## Company Information

<b>Company Name:</b>	American Development Services	
<b>Company ID Number:</b>	417178	
<b>Doing Business As (DBA) Name:</b>	EPLAN Document Solutions	
<b>DUNS Number:</b>		
<b>Physical Location:</b>		<b>Mailing Address:</b>
<b>Address 1:</b>	1005 Cherry Street	<b>Address 1:</b>
<b>Address 2:</b>	Suite 200	<b>Address 2:</b>
<b>City:</b>	Columbia	<b>City:</b>
<b>State:</b>	MO	<b>State:</b>
<b>Zip Code:</b>	65201	<b>Zip Code:</b>
<b>County:</b>	BOONE	
<b>Additional Information:</b>		
<b>Employer Identification Number:</b> 452049524		
<b>Total Number of Employees:</b> 5 to 9		
<b>Parent Organization:</b>		
<b>Administrator:</b>		
<b>Organization Designation:</b>		
<b>Employer Category:</b>	None of these categories apply	

<b>NAICS Code:</b>	519 - OTHER INFORMATION SERVICES	
<b>Total Hiring Sites:</b>	1	
<b>Total Points of Contact:</b>	1	



**EXHIBIT H, continued**

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ n/a \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's/contractor's name and the MOU signature page completed and signed by the bidder/offeror/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT I**  
**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.

n/a

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Instructions for Certification**

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

**EXHIBIT J**

**MISCELLANEOUS INFORMATION**

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

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No <u>  X  </u>
Describe and provide details:		

**Employee Bidding/Conflict of Interest** - Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	n/a
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in offeror's organization:	_____ %

**Local Government Use (Cooperative Procurement)** - The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes <u>  X  </u>	No _____
------------------	----------

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

<b>Proposed Subcontractor Provide Name and Address</b>	<b>Identify the Service Proposed to be Provided by the Proposed Subcontractor</b>
Copies, Designs and More 10726 Trenton Avenue St. Louis, MO 63132-1026	Large and Small Format Printing



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)**

**RFP NO.:** B3Z11091  
**TITLE:** Document Management Services  
**ISSUE DATE:** 4/25/11

**REQ NO.:** NR 300 22001000052  
**BUYER:** Megan Howser  
**PHONE NO.:** (573) 751-1686  
**E-MAIL:** megan.howser@oa.mo.gov

**RETURN PROPOSAL NO LATER THAN: May 31, 2011 AT 2:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

**RETURN PROPOSAL TO:** (U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) DPMM 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517

**CONTRACT PERIOD:** July 1, 2011 through June 30, 2013

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**Office of Administration  
301 West High St, Room 730  
Division of Facilities Management,  
Design & Construction  
Jefferson City, MO 65101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/20/10). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of document management services for the Division of Facilities Management, Design & Construction as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Pages
- 5) Exhibits A - J
- 6) Terms and Conditions
- 7) Attachment 1 – The offeror is advised that an attachment exists to this document which provide additional information and instruction. The attachment is a separate link that must be downloaded from the Division of Purchasing and Materials Management’s Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain the attachment. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachment.

1.2 **Bid Document Sample:** A set of drawings and specifications are available as a sample of the Division of Facilities Management, Design & Construction’s bid documents. In order to obtain the sample bid document, potential offerors **MUST** contact Megan Howser at (573)751-1686 or [megan.howser@oa.mo.gov](mailto:megan.howser@oa.mo.gov). It shall be the sole responsibility of the offeror to obtain the sample bid document. The offeror **MUST** print and submit one copy of the bid document from the sample bid document. Refer to Exhibit D of this document for additional information.

1.3 **Pre-Proposal Conference** - A pre-proposal conference regarding this Request for Proposal will be held on May 10, at 1:00 p.m., in Room 493/494 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

1.3.1 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.3.2 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.

- c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.3.3 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

**1.4 Background Information:**

1.4.1 A current contract exists for document management services, similar to the services being obtained via this RFP. The current contract is titled Reproduction & Distribution of Bid Documents. A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oe.mo.gov/purch>. In addition, all documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the contract number C307035001 when searching for these documents.

1.4.2 A current contract exists for the advertising services similar to those that may be obtained via this RFP. The current contract is titled Advertising Placement Services- Newspapers. A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oe.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the bid number B3Z06021 or the contract number C306021001 when searching for these documents.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide document management services including, but not limited to, bid document printing and distribution/delivery in addition to bid document deposit collection and return services for the State of Missouri Office of Administration, Division of Facilities Management, Design & Construction (hereinafter referred to as the state agency), in accordance with the provisions and requirements specified herein.
  - 2.1.2 If specified in the Notice of Award and if requested by the state agency, the contractor shall provide advertising services in order to notify potential bidders of bid opportunities.
  - 2.1.3 Within five (5) business days after the effective date of the contract, the contractor shall:
    - a. Contact the state agency in order to obtain the name, address, email, and telephone number of the designated state agency contact.
    - b. Provide the state agency with the name, address, email, and telephone number of the contractor's representative who will service the contract.
  - 2.1.4 Due to the time sensitive nature of state agency's bid documents, the contractor must have an office with full printing capabilities located within a forty (40) mile radius of Jefferson City. The contractor must respond to the state agency within the timeframe specified by the state agency, sometimes as quickly as one hour.
  - 2.1.5 The contractor must be able to begin providing services within thirty (30) calendar days after contract award.
  - 2.1.6 The contractor shall perform all services upon request and to the sole satisfaction of the state agency.
  - 2.1.7 Unless otherwise specified herein or unless specific days or times are approved by the state agency, the contractor shall be available to provide services fifty-two (52) calendar weeks per year, Monday through Friday, during the hours of 8:00 a.m. and 5:00 p.m., excluding state holidays, and shall accommodate turn-around times stated by the state agency regardless of the day of the week the request is received.
  - 2.1.8 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
  - 2.1.9 Cooperative Procurement Program - If the contractor has indicated agreement on the Miscellaneous Information Page (Exhibit J) with participation in the Cooperative Procurement Program, the contractor shall provide Document Management Services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- ### **2.2 Document Receipt, Printing, Scanning, and Binding Requirements:**
- 2.2.1 The state agency shall either send bid documents for construction projects to the contractor or the contractor shall pick-up the bid documents from the state agency. If the state agency sends the bid documents to the contractor, the state agency will either send the bid documents via email or deliver a hard copy of the bid documents to the contractor. However, if requested by the state agency, the

contractor shall pick-up the bid documents from the state agency at a location specified by the state agency.

- a. The contractor shall agree and understand that the bid documents may include, but not be limited to, specifications, drawings, photographs, and addenda.
- b. The state agency shall provide instructions to the contractor regarding the printing, scanning, and binding of the bid documents. The state agency shall also provide instructions regarding the quantity of sets of bid documents anticipated.
- c. The state agency shall provide a list of the plan rooms and other locations to which the contractor shall deliver a set of bid document.

2.2.2 The contractor shall print, scan, and bind the bid document in accordance with the following and pursuant to the state agency's instructions:

- a. Print single sided large format bid documents of twelve inches by eighteen inches (12" x 18") through thirty-six inches by forty-eight inches (36" x 48") in black and white, grayscale, and color.
- b. Print single sided and double sided small format bid documents of eight and a half inches by eleven inches (8.5" x 11") in black and white, grayscale, and color.
- c. Print single sided small format bid documents of eleven inches by seventeen inches (11" x 17") in black and white, grayscale, and color.
- d. Paper stock for black and white and grayscale bid documents must be no less than twenty (20) lb. bond. The paper stock for color bid documents must be no less twenty-four (24) lb. bond.
- e. Provide digital printing of specifications at three hundred (300) dpi.
- f. Provide digital printing of drawings between four hundred (400) and six hundred (600) dpi.
- g. Print full and half size drawings in the following sizes: eighteen inches by twenty-four inches (18" x 24"), twenty-four inches by thirty-six inches (24" x 36"), thirty inches by forty-two inches (30" x 42"), and thirty-six inches by forty-eight inches (36" x 48").
- h. Provide color and graphical printing of drawings.
- i. Provide color and graphical printing of specifications.
- j. Provide color printing of photographs on photo quality paper. The quality of paper must be Xerox one hundred (100) pound Gloss Text or equivalent.
- k. Mount and laminate large format prints on three-sixteenths (3/16) Gatorboard® or equivalent foam board.
- l. Scan drawings, specifications, and other documents in full and half sizes, including the following sizes: eighteen inches by twenty-four inches (18" x 24"), twenty-four inches by thirty-six inches (24" x 36"), thirty inches by forty-two inches (30" x 42"), and thirty-six inches by forty-eight inches (36" x 48").
- m. Burn bid documents onto a CD-ROM for distribution or storage.
- n. Bind drawings by stapling and by applying a binding strip.
- o. Bind the specifications into a book with a printed card stock cover and plastic binding combs or coil binding. Card stock must be no less than sixty-five (65) pound and available in a variety of colors including, but not limited to: light blue, medium blue, ivory, green, red, yellow, tan, orange, and white. Individually package a specification book, drawings, prints, and photographs as a bid document set for delivery/distribution.

### 2.3 Advertising Requirements:

2.3.1 Upon issuance of a bid document, the state agency will have the bid document advertised. If specified in the Notice of Award and if requested by the state agency, the contractor shall place advertisements for construction projects in publications according to instructions provided by the state agency. The advertisement will instruct potential bidders to either contact the contractor to obtain a copy of the bid document or direct potential bidders to the plan rooms where bid documents may be viewed.

**2.4 Bid Document Distribution/Delivery Requirements:**

- 2.4.1 The contractor shall receive requests from potential bidders for a copy of bid documents. Prior to providing a bid document to a potential bidder, the contractor shall collect a bid document deposit from each potential bidder for each set of bid documents requested.
- a. The contractor shall ensure that the bid document deposits are made by check, payable to the contractor.
  - b. The state agency will determine the bid document deposit amount and will communicate that information to the contractor.
  - c. As determined by the state agency, the bid document deposit for larger construction projects may only be fifty percent (50%) refundable. In event of such, the contractor shall be responsible for the collection of two (2) checks from the potential bidder: one (1) refundable and one (1) non-refundable.
- 2.4.2 Following the receipt of the bid document deposit, the contractor shall distribute/deliver the bid documents in accordance with the following:
- a. The contractor shall hand deliver bid documents and other requested reproduction to potential bidders within a forty (40) mile radius of Jefferson City. Unless otherwise specified by the potential bidder, the contractor shall distribute the bid documents to all other potential bidders via the U.S. Postal Service.
  - b. If requested by a potential bidder, the contractor shall distribute the bid document via Fed Ex, UPS, or a similar delivery service. The potential bidder shall be responsible for all costs associated with such delivery service.
  - c. If requested by a potential bidder, the contractor shall provide the bid document on a CD-ROM.
  - d. For the initial twenty-five (25) sets of bid documents requested from potential bidders, the contractor shall deliver/distribute the bid documents to potential bidders within twenty-four (24) hours of receipt of the bid document deposit from the potential bidders.
  - e. For additional sets of bid documents beyond the initial twenty-five (25) sets requested from potential bidders, the contractor shall deliver/distribute the bid documents to potential bidders within forty-eight (48) hours of receipt the bid document deposit from the potential bidders.
- 2.4.3 The contractor shall provide the potential bidders with either full or partial sets of the bid documents, as requested by the potential bidder.
- 2.4.4 The contractor shall also provide each potential bidder with a printed, self-adhesive bid envelope label for each set of bid documents distributed/delivered. The bid envelope label should be in a format similar to what is provided as Attachment 1. The contractor shall obtain the state agency's approval for any variation in the bid envelope label format from what is shown on Attachment 1.
- 2.4.5 The contractor must provide adequate security for all documents connected to sensitive construction projects, as determined by the state agency.
- 2.4.6 Within twenty-four (24) hours of the contractor's receipt from the state agency of an addendum to a bid document, the contractor shall distribute/deliver the addendum to all plan holders who received the bid document, including potential bidders, plan rooms, and other locations.

- a. The contractor shall send addenda with drawings by next day delivery using Fed Ex, UPS, or a similar delivery service. The contractor shall require signature verification in order to confirm receipt of the addenda.
- b. The contractor shall fax an addendum without drawings to plan holders who have fax capabilities. Upon request of the state agency, the contractor shall send a report verifying the date and time of transmission of the addendum.
  - 1) The contractor shall send addenda to plan holders that cannot be reached via facsimile transmission using a method identified as appropriate by the state agency, such as next day delivery service. The contractor shall require signature verification in order to confirm receipt of the addenda.

2.4.7 The contractor shall distribute/deliver sets of bid documents to plan rooms identified by the state agency. The contractor shall hand deliver bid documents and other requested reproduction to plan rooms within a forty (40) mile radius of Jefferson City. The contractor shall distribute the bid documents to plan rooms outside the forty (40) mile radius of Jefferson City with next day delivery service.

2.4.8 If the contractor has facilities in locations in addition to the Jefferson City area, the contractor may distribute bid documents from such location and/or potential bidders may pick up the bid documents from such location.

2.4.9 By no later than 10:00 a.m. on the day of a construction project bid opening, the contractor shall provide the state agency with one set of self-adhesive labels printed with the plan holders' names and addresses.

## **2.5 Construction Project Database and Website Requirements:**

2.5.1 The contractor must host a website specific to the state agency's construction projects. A visitor to the state agency's website must be able to link directly to the contractor's website. The contractor's website must be in a format that is easily opened and swiftly downloaded by any visitor to the state agency's website, including those using dial-up Internet services.

2.5.2 The contractor shall post all bid documents on the contractor's website.

- a. The contractor's website shall allow for the viewing of the bid documents. The contractor's website shall not allow for the printing of the bid documents.

2.5.3 For each construction project, the contractor shall track the distribution/delivery of bid document sets to plan holders and shall maintain an on-line plan holders list.

- a. The contractor's website shall allow for the viewing and printing of the plan holders list.
- b. The contractor must immediately fax the most current plan holders list for a particular construction project to any individual who does not have access to the website or cannot download the plan holders list.

2.5.4 The contractor shall provide project distribution/delivery information on the contractor's website that is available twenty-four (24) hours a day, seven (7) days a week. The project distribution/delivery information shall provide potential bidders with information on how to obtain the bid documents.

2.5.5 The contractor must also maintain a construction project database on the contractor's website which shall include pertinent information about all current construction projects including: the construction project name and number, the bid date, the construction project status, the addenda issued and date(s) issued, the plan holder's name(s), address(es), phone number(s), and facsimile number(s), the type of

document (e.g.. Plans, Specifications, Addenda, and CD-ROM ) and number of bid document sets distributed/delivered, the date the bid documents were returned, and the status of the plan holder in relation to the construction project.

- a. Upon expiration of the contract, the contractor shall turnover the database to the state agency in a format specified by the state agency.

2.5.6 The contractor shall maintain a database on the contractor's website of the history of all construction projects throughout the term of the contract including: the construction project name and number, the bid date, the addenda issued and date(s) issued, the plan holder's name(s), address(es), phone number(s), and facsimile number(s), the type of document and number of bid document sets distributed/delivered, the date the bid documents were returned, and the status of the plan holder in relation to the construction project.

- a. Upon expiration of the contract, the contractor shall turnover the database to the state agency in a format specified by the state agency.

2.5.7 The contractor shall store all bid documents in an archive system.

- a. The contractor shall turnover all files maintained in the archive system to the state agency upon expiration/termination/cancelation of the contract, as requested by the state agency.
- b. Upon request by the state agency, the contractor shall print or copy to a CD any bid documents that have been archived.

2.5.8 From a link from the state agency's website, the contractor shall provide both a file transfer protocol and a secure file transfer site that will provide for the communication of and the transferring of large document files between the state agency and the state agency's design consultants.

2.5.9 Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires a state agency to make information technologies accessible to individuals with disabilities. To implement RSMo. 191.863, Missouri has established information technology accessibility standards (Missouri Information Technology (IT) Accessibility Standards <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) which must be followed. Therefore, the contractor's interface from the state agency's website to the host site of the electronic Travel Guide shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards.

- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the contractor's interface. The contractor shall resolve such complaints by bringing the interface into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

## **2.6 Bid Document Deposit Return Requirements:**

2.6.1 The contractor shall require the potential bidders who received the bid documents to return the bid documents to the contractor within fifteen (15) working days of project bid opening.

- a. Upon receipt of the bid documents in an undamaged condition, as determined by the contractor, the contractor shall return the bid document deposits to the potential bidder.
- b. For those larger construction projects in which the bid document deposit was submitted as two checks, the contractor shall return only 50% of the total bid document deposit if the bid document was returned in an undamaged condition.

- c. If the bid documents are not returned or are returned damaged, as determined by the contractor, the contractor shall not return the bid document deposit. The contractor's decision shall be final and without recourse.

2.6.2 On a monthly basis, the contractor shall provide the state agency with a bid document deposit summary report that includes the following information:

- a. Company's name, address, telephone number, and facsimile number.
- b. Number and type of bid documents received.
- c. Bid document deposit check number(s).
- d. Bid document deposit amount collected.
- e. Number of bid documents that were not returned after fifteen (15) working days after the project bid opening.
- f. Number of bid documents returned after fifteen (15) working days after the project bid opening and the number of bid documents returned damaged.

2.6.3 The contractor shall give the returned bid documents to the bidder awarded the construction project, as identified by the state agency. The contractor shall recycle or destroy any bid documents that the winning bidder does not want.

## 2.7 Invoicing and Payment Requirements:

2.7.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.7.2 Thirty (30) working days after the state agency's issuance of the Project Intent to Award, the contractor shall submit an itemized invoice to the state agency for the specific construction project. The invoice shall specify the number of bid documents delivered/distributed.

- a. The invoice shall provide a page breakdown of the bid document, indicating the number of pages of each format size and the number of pages of each such format size that are black and white, grayscale, and color, and further itemized by the number of pages that are single sided and the number of pages that are double sided.
- b. The invoice must also specify if the bid document was identified by the state agency as a sensitive construction project.

- c. The invoice must identify the binding, card stock cover, and mounting and laminated, if any, of the bid document.
- d. The invoice must identify the number of bid documents delivered/distributed on a CD.
- e. The invoice shall identify any costs for next day delivery services incurred as a result of the state agency's specific request for such service. The contractor shall attach a copy of the receipts for such costs to the invoice. The contractor shall be reimbursed for such costs.
- f. The invoice shall reflect a credit equal to the total amount of the bid document deposits retained as a result of bid documents not returned within fifteen (15) working days after the project bid opening and the bid documents returned damaged.

2.7.3 The contractor shall attach document request forms, work orders for original printing, and reprint orders to the invoice.

2.7.4 If the contractor printed or copied to a CD any bid documents that have been archived, the contractor shall provide a separate monthly invoice to the state agency detailing such services.

2.7.5 If the contractor's provides advertising services, as specified in the Notice of Award section of the contract, the contractor shall provide a separate monthly invoice to the state agency detailing advertising placement expenditures for the prior month, itemized by project. For each project, the contractor shall:

- a. Provide the state agency with proof of the advertisement in the form of a tearsheet for each date of advertisement and a notarized affidavit of the advertisement.
- b. Ensure that all advertisements have been run prior to submitting an invoice to the state agency for payment.
- c. Audit and verify the accuracy of all invoices received from the print media to ensure all advertisements were run and billed correctly.

2.7.6 Payments – Upon the state agency's approval of the services and invoices submitted by the contractor, the state agency shall pay the contractor in accordance with the prices stated on the Pricing Page.

2.7.7 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.

2.7.8 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

## **2.8 Other Contractual Requirements:**

2.8.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.8.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.8.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.8.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.8.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If

requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:

- 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

2.8.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.8.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified immediately.

2.8.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost

(including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
  - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
  - 2) shall not henceforth be in such violation and
  - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.8.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.8.10 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to

become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.8.11 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.8.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.8.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.8.14 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.8.15 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered

Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.

- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit form providing the same information.

**2.9 Federal Funds Requirements** - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

- 2.9.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
  - a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
  - b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.
- 2.9.2 Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents

describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.9.3 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

### 3. PROPOSAL SUBMISSION INFORMATION

#### 3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".

a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.

b. Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.

1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The proposal should be page numbered.

c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.

- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

**3.2 Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

**3.3 Evaluation and Award Process:**

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluators shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost ..... 100 points
- b. Experience, Reliability, and Expertise of Personnel ..... 35 points
- c. Method of Performance..... 55 points
- d. MBE/WBE Participation..... 10 points

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.3.3 Separate evaluations shall be conducted for document management services and document management services with advertising. Upon determination of the “lowest and best” offeror for each evaluation, the State of Missouri shall make a managerial decision to either award a contract for document management services contract without advertising services or document management services contract with advertising services. However, the State would prefer a contract award for document management services with advertising services.

### 3.4 Evaluation of Cost:

3.4.1 Objective Evaluation of Cost for Document Management Services – The cost evaluation shall be based on a total cost determined using the annual quantities provided below and the firm, fixed prices stated on the Pricing Pages.

Line Item	Description	Annual Quantity
<b>PRINTING OF LARGE FORMAT BID DOCUMENTS: 12" x 18" through 36" x 48"</b>		
001	Single Sided, Black & White	1,000,000 sq. ft.
002	Single Sided, Grayscale	50 square feet
003	Single Sided, 4 Color	30 sq. ft.
<b>PRINTING OF SMALL FORMAT BID DOCUMENTS: 8 ½" x 11"</b>		
004	Single Sided, Black & White	120,000 pages
005	Single Sided, Grayscale	2,000 pages
006	Single Sided, 4 Color	1,000 pages
007	Double Sided, Black & White	1,000,000 pages
008	Double Sided, Grayscale	500 pages
009	Double Sided, 4 Color	500 pages
<b>PRINTING OF SMALL FORMAT BID DOCUMENTS: 11" x 17"</b>		
010	Single Sided, Black & White	300 pages
011	Single Sided, Grayscale	150 pages
012	Single Sided, 4 Color	100 pages
<b>PRINTING OF SECURE DOCUMENTS</b>		
013	Large Format, Black & White	700 sq. ft.
014	Large Format, Grayscale	50 square feet
015	Large Format, 4 Color	30 square feet
016	Small Format 8 ½" x 11" Single Sided, Black & White	40 Pages
017	Small Format 8 ½" x 11" Single Sided, Grayscale	25 pages
018	Small Format 8 ½" x 11" Single Sided, 4 Color	10 Pages
019	Small Format 8 ½" x 11" Double Sided, Black & White	750 Pages
020	Small Format 8 ½" x 11" Double Sided, Grayscale	20 pages
021	Small Format 8 ½" x 11" Double Sided, 4 Color	15 pages
022	Small Format 11" x 17" Single Sided, Black & White	10 Pages
023	Small Format 11" x 17" Single Sided, Grayscale	10 pages
024	Small Format 11" x 17" Single Sided, 4 Color	5 pages
025	Bind Drawings	500 Bindings
026	Bind Specifications – Plastic Bind Comb	900 each
028	Bind Specifications – Plastic Coil Binding	100 each
028	Printed Card Stock Cover, 8 ½" x 11"	2,500 pages
029	Mounting on 3/16" Foam Board	60 sq. ft.
030	3 Mil. Laminating on Foam Board	60 sq. ft.
<b>FILE RETRIEVAL AND PRINTING/COPYING FROM ARCHIVE SYSTEM</b>		
031	File Retrieval & Copy to CD	150 each
032	File Retrieval & Printing (drawing sheet)	500 sheets
033	File Retrieval & Printing (document pages)	10,000 pages

- a. The evaluation of cost will include the original and any potential renewal periods.

- b. Cost evaluation points shall be determined by using the firm, fixed prices stated on the pricing pages and the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (100)} = \text{Assigned Cost Points}$$

- 3.4.2 Objective Evaluation of Cost for Document Management Services with Advertising – The cost evaluation shall be based on a total cost determined using the annual quantities provided above and an estimated annual advertising cost of \$25,000 and the firm, fixed prices and percentages stated on the Pricing Pages.

- a. The evaluation of cost will include the original and any potential renewal periods.
- b. Cost evaluation points shall be determined by using the firm, fixed prices stated on the pricing pages and the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (100)} = \text{Assigned Cost Points}$$

- 3.4.3 The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

### 3.5 Evaluation of Offeror's Experience, Reliability, and Expertise of Personnel:

- 3.5.1 Experience and reliability of the offeror's organization and the qualifications of the personnel proposed by the offeror, whether from the offeror's organization or from a proposed subcontractor will be subjectively evaluated. Therefore, the offeror is advised to submit information concerning the offeror's organization, information concerning the offeror's experiences in past performances, especially those similar to this RFP, and detailed information related to the experience and qualifications, including education and training for proposed personnel.
- 3.5.2 Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.
- 3.5.3 Experience - The offeror should complete Exhibit B with information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
- 3.5.4 Personnel Expertise - The offeror should provide the information requested on Exhibit C for the offeror's personnel.
- a. The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.

- b. The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.

3.5.5 Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications, and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

### **3.6 Evaluation of Method of Performance:**

3.6.1 Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

3.6.2 Description of Proposed Services - Exhibit D is provided for the offeror's use in providing information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, each paragraph within the Contractual Requirements may be addressed by writing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.

### **3.7 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**

3.7.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.7.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. **If Participation Meets Target:** Offerors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. **If Participation Exceeds Target:** Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.
- c. **If Participation Below Target:** Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. **If No Participation:** Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.7.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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3.7.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment -** If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit E, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate –** The offeror must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)
- c. **NOTE:** If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.7.5 **Commitment –** If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.6 **Definition -- Qualified MBE/WBE:**

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.

- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

- 3.7.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity  
Harry S Truman Bldg., Room 630  
P.O. Box 809  
Jefferson City, MO 65102-0809  
Phone: (877) 259-2963 or (573) 751-8130  
Fax: (573) 522-8078  
Web site: <http://oa.mo.gov/oeo>

### **3.8 Miscellaneous Submittal Information:**

- 3.8.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
  - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
    - Participation Commitment - The offeror must complete Exhibit E, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the bid is an organization for

the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).
- NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>

c. The websites for the Missouri Lighthouse for the Blind and the Alhpointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alhpointe.org>

d. Commitment – If the offeror’s proposal is awarded, the participation committed to by the offeror on Exhibit E, Participation Commitment.

- 3.8.2 Missouri Service-Disabled Veteran Business Preference - Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Exhibit G, Missouri Service-Disabled Veteran Business Preference with the proposal. If the proposal does not include the completed Exhibit G and the documentation specified on Exhibit G in accordance with the instructions provided therein, no preference points will be applied.
- 3.8.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit H must be submitted prior to an award of a contract.
- 3.8.4 Debarment Certification – The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit I with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.8.5 The offeror should complete and submit Exhibit J, Miscellaneous Information.

3.8.6 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

## 4. PRICING PAGE

- 4.1 **Document Management Services** - For each line item below, the offeror shall provide firm, fixed pricing for the original contract period for providing the document management services in accordance with the provisions and requirements of this RFP. Except for next day delivery services, all costs associated with providing the document management services shall be included in the stated prices.

<b>DOCUMENT MANAGEMENT SERVICES</b>		
<b>Line Item</b>	<b>Description</b>	<b>Unit Price</b>
<b>PRINTING OF LARGE FORMAT BID DOCUMENTS: 12" x 18" through 36" x 48"</b>		
001	Single Sided, Black & White	\$ per sq. ft
002	Single Sided, Grayscale	\$ per sq. ft
003	Single Sided, 4 Color	\$ per sq. ft
<b>PRINTING OF SMALL FORMAT BID DOCUMENTS: 8 1/2" x 11"</b>		
004	Single Sided, Black & White	\$ per page
005	Single Sided, Grayscale	\$ per page
006	Single Sided, 4 Color	\$ per page
007	Double Sided, Black & White	\$ per page
008	Double Sided, Grayscale	\$ per page
009	Double Sided, 4 Color	\$ per page
<b>PRINTING OF SMALL FORMAT BID DOCUMENTS: 11" x 17"</b>		
010	Single Sided, Black & White	\$ per page
011	Single Sided, Grayscale	\$ per page
012	Single Sided, 4 Color	\$ per page
<b>PRINTING OF SECURE DOCUMENTS</b>		
013	Large Format, Black & White	\$ per sq. ft
014	Large Format, Grayscale	\$ per sq. ft
015	Large Format, 4 Color	\$ per sq. ft
016	Small Format 8 1/2" x 11" Single Sided, Black & White	\$ per page
017	Small Format 8 1/2" x 11" Single Sided, Grayscale	\$ per page
018	Small Format 8 1/2" x 11" Single Sided, 4 Color	\$ per page
019	Small Format 8 1/2" x 11" Double Sided, Black & White	\$ per page
020	Small Format 8 1/2" x 11" Double Sided, Grayscale	\$ per page
021	Small Format 8 1/2" x 11" Double Sided, 4 Color	\$ per page
022	Small Format 11" x 17" Single Sided, Black & White	\$ per page
023	Small Format 11" x 17" Single Sided, Grayscale	\$ per page
024	Small Format 11" x 17" Single Sided, 4 Color	\$ per page
<b>BINDING</b>		
025	Bind Drawings	\$ per binding
026	Bind Specifications – Plastic Bind Comb	\$ each
027	Bind Specifications – Plastic Coil Binding	\$ each
028	Printed Card Stock Cover, 8 1/2" x 11"	\$ per page
029	Mounting on 3/16" Foam Board	\$ per sq. ft
030	Laminating on Foam Board	\$ per sq. ft
<b>FILE RETRIEVAL AND PRINTING/COPYING FROM ARCHIVE SYSTEM</b>		
031	File Retrieval & Copy to CD	\$ each
032	File Retrieval & Printing (drawing sheet)	\$ per sheet
033	File Retrieval & Printing (document pages)	\$ per page

**4.2 Advertising Services** – If proposing to provide Advertising Services, the offeror shall provide a firm, fixed percentage over actual advertising cost for the line item below to provide advertising services in accordance with the provisions and requirements of this RFP. All costs associated with providing advertising services shall be included in the stated percentage. The firm, fixed percentage quoted shall be applicable for the original contract period and each renewal option period.

ADVERTISING SERVICES		
Line Item	Description	Firm, Fixed Percentage over Actual Advertising Costs
034	Advertising Services	_____ %

**4.3 Renewal Option Pricing** - The offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the *original* contract price, not against the previous year's price. A cumulative calculation shall not be utilized.

DOCUMENT MANAGEMENT SERVICES							
Potential Renewal Period	Maximum Increase			Minimum Decrease			
First Renewal Period	Original Price	+	_____ %	or	Original Price	-	_____ %
Second Renewal Period	Original Price	+	_____ %	or	Original Price	-	_____ %
Third Renewal Period	Original Price	+	_____ %	or	Original Price	-	_____ %

~ *Do not complete both a maximum increase and a minimum decrease for the same renewal period.* ~

**EXHIBIT A**  
**OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
  
- b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.
  
- c. Describe experiences serving as a contractor providing bid document printing and distribution/delivery, including deposit collection and management.
  
- d. Provide a list and short summary of information regarding the offeror's current contracts/clients.
  
- e. List, identify, and provide reasons for each contract/client gained or lost in the past 2 years.
  
- f. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, and any parent/subsidiary affiliations with other firms, etc.
  
- g. Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> _____ (if reference is for a Subcontractor):	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: ✓ Total Annual Value/Volume	
Size of Service/Contract (in terms of offeror's total amount of business)	
Description of Services Performed, such as: ✓ Document printing, scanning, and distribution/delivery ✓ Document pick-ups ✓ Bid document deposit collections and tracking ✓ Document tracking, database management, web site maintenance ✓ Document Security	
Personnel Assigned to Service/Contract (include position title):	

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

\_\_\_\_\_  
*Signature of Contact Person Verifying Information*

\_\_\_\_\_  
*Date of Signature*

**EXHIBIT C**

**PERSONNEL EXPERTISE SUMMARY**

(Complete this Exhibit for any additional personnel not included on previous Exhibit. Resumes may also be provided)

<b>Personnel</b>	<b>Background and Expertise of Personnel and Planned Duties</b>
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

**EXHIBIT D****METHOD OF PERFORMANCE**

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

1. Printing Sample – The offeror **MUST** obtain the set of drawings and specifications, as referenced in the Introduction and General Information section of the RFP, available as a sample of the state agency's bid documents. To demonstrate the offeror's printing abilities and capabilities, the offeror **MUST** print and submit, with the offeror's proposal, one copy of the bid document from the state agency's sample bid document.
  - a. The offeror's printing sample must be produced on the equipment proposed for the service of the contract. On the back-side of the offeror's printing samples, the offeror should attach a label that clearly identifies the equipment used to produce the sample. Additionally, the offeror should identify the offeror's name or provide the offeror's logo on the back-side of the printing sample.
  - b. The offeror must print, on 24 lb. paper stock without color, the set of the drawings and specifications provided as the sample bid document, as a sample of the offeror's printing quality. Drawings must be printed as both full size (24" x 36") and half size (12" by 18"). Among other considerations, the offeror's sample will be evaluated for overall clarity of printing of halftones, variations of grayscale, and paper stock.
  - c. The offeror must scan the sample bid document and produce a CD ROM as an example of the offeror's scan quality. The offeror's sample CD ROM will be evaluated for quality.
2. Security - The offeror should describe their method of ensuring the security of bid documents connected to sensitive construction projects. Specifically, the offeror should explain and show how the offeror will identify each secure project during the following phases: Review, Bid, Construction, and As Built or Record Sets.
3. The offeror should explain and show how the offeror will identify and track all document types through multiple phases. The document types will include: Plans, Specifications, Addenda, and CD ROMs.
4. Bid Document Deposit - The offeror should describe the method proposed for receipt, tracking, and return of the bid document deposits. Additionally, the offeror should describe and/or provide an example of the summary report proposed for notifying the state agency of returned bid documents and non-returned documents.
5. The offeror should provide a listing of the offeror's state-of-the-art equipment in place to support requirements for digital, color, and graphical printing, and CD ROM reproduction. Listings should include the name of the equipment manufacturer, model numbers, and equipment purchase dates. Preference will be given to the offeror with the fullest line of up-to-date equipment in place.
6. Distribution/Delivery Service – The offeror should provide information demonstrating how the offeror's capabilities and techniques meet the requirements as stated herein.
7. The offeror should identify the location(s) of the offeror's proposed printing facilities. The offeror should also address the offeror's ability to respond to the state agency within the timeframe specified by the state agency.

8. Quality Control – The offeror should provide information on quality control procedures to ensure that printing and distribution/delivery of bid documents and the contractor’s tracking procedures are performed efficiently and are of the highest level of quality and accuracy.
9. Archive - The offeror should describe the offeror’s proposed method for the storage of bid documents in an archive system. The offeror should also identify the format in which the bid documents will be turned over to the state agency at the expiration/termination/cancelation of the contract.
10. Advertising Service - If the offeror propose to provide advertising services, the offeror should explain in detail the offeror’s method of advertising placement, including which advertising service the offeror proposes to use.
  - a. The offeror should explain how much time will be required for handling advertising services, from the receipt of the ad copy to the placement of the ad copy.
11. Economic Impact to Missouri - the offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
  - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
  - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
  - Provide a description of the company’s economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
12. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
  - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror’s organization.

**EXHIBIT E**  
**PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

<b>MBE Participation Commitment Table</b>		
<i>(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i>		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b>
<b>Document Management Services</b>		
1.	%	
2.	%	
<b>Total MBE Percentage:</b>	<b>%</b>	
<b>Document Management Services with Advertising</b>		
1.	%	
2.	%	
<b>Total MBE Percentage:</b>	<b>%</b>	

<b>WBE Participation Commitment Table</b>		
<i>(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i>		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed WBE</b>
<b>Document Management Services</b>		
1.	%	
2.	%	
<b>Total WBE Percentage:</b>	<b>%</b>	
<b>Document Management Services with Advertising</b>		
1.	%	
2.	%	
<b>Total WBE Percentage:</b>	<b>%</b>	

<b>Organization for the Blind/Sheltered Workshop Commitment Table:</b>	
By completing this table, the offeror commits to use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b><u>Name of Organization for the Blind or Sheltered Workshop Proposed</u></b>	<b><u>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</u></b>
Document Management Services	
Document Management Services with Advertising	

**EXHIBIT F**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

*~ Copy This Form for Each Organization Proposed ~*

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

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

MBE	WBE	Organization for the Blind	Sheltered Workshop
_____	_____	_____	_____

Name of Organization \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

Describe the products/services you (*as the participating organization*) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*

\_\_\_\_\_  
*Date*

**EXHIBIT G**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the offeror's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

\_\_\_\_\_  
Service-Disabled Veteran's Name (Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
*Service-Disabled Veteran's Signature*

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran Business

**EXHIBIT H**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The bidder/offeror/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.  
**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).  
**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (IFB/RFP/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the \_\_\_\_\_ (insert agency name) with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
 Authorized Representative’s Name (Please Print)

\_\_\_\_\_  
 Authorized Representative’s Signature

\_\_\_\_\_  
 Company Name (if applicable)

\_\_\_\_\_  
 Date

**EXHIBIT H, continued**

***Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the bidder/offeror/contractor must perform/provide the following. The bidder/offeror/contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**EXHIBIT H, continued**

~~Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.~~

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder’s/offeror’s/contractor’s name and the MOU signature page completed and signed by the bidder/offeror/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative’s Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT I**  
**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.

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Name and Title of Authorized Representative

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Signature

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Date

**Instructions for Certification**

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

**EXHIBIT J**

**MISCELLANEOUS INFORMATION**

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

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

**Employee Bidding/Conflict of Interest** - Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in offeror's organization:	_____ %

**Local Government Use (Cooperative Procurement)** - The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes _____	No _____
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**Proposed Subcontractors** - The offeror should identify any subcontractor(s) proposed to provide any of the services required herein.

<b>Proposed Subcontractor Provide Name and Address</b>	<b>Identify the Service Proposed to be Provided by the Proposed Subcontractor</b>

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

### 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Pages(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

### 2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### 3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

### 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.

- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

#### **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

#### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **17. COMMUNICATIONS AND NOTICES**

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

#### **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

#### **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

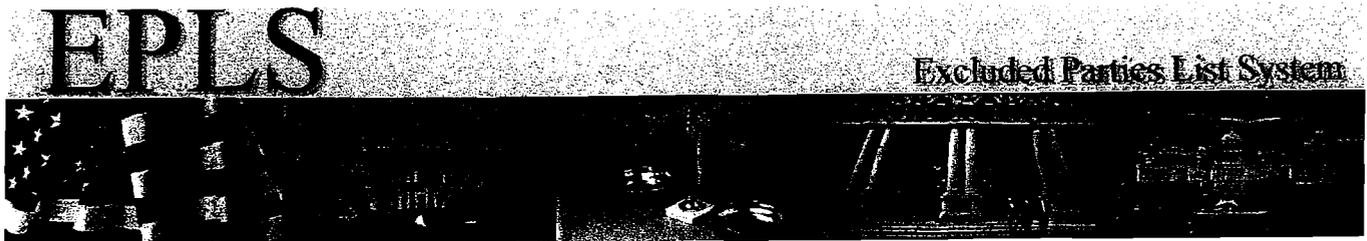
## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 01-10-11



**Search - Current Exclusions**

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

**View Cause and Treatment Code Descriptions**

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

**Agency & Acronym Information**

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

**OFFICIAL GOVERNMENT USE ONLY**

- > Debar Maintenance
- > Administration
- > Upload Login

**EPLS Search Results**

**Search Results for Parties Excluded by**

Firm, Entity, or Vessel : EPLAN  
State : MISSOURI

As of 31-Oct-2011 5:41 PM EDT  
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

**Resources**

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

**Reports**

- > Advanced Reports
- > Recent Updates
- > Dashboard

**Archive Search - Past Exclusions**

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

**Contact Information**

- > For Help: Federal Service Desk

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15<sup>th</sup> day of December 20 11

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

Now on this day the County Commission of the County of Boone hereby adopts the attached list of state holidays for FY2012. The Commission requests the Personnel Advisory Committee to review the impact on county government of being open in FY2011 the Friday after Thanksgiving. The Commission requests a report back with a recommended course of action for FY2012.

Done this 15<sup>th</sup> day of December, 2011.

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

Absent  
 Skip Elkin  
 District II Commissioner

## **2012 State Holidays**

New Year's Day (Observed)  
Martin Luther King, Jr. Day  
Lincoln Day (Observed)  
Washington's Birthday  
Truman Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day (Observed)  
Thanksgiving Day  
Christmas Day

Monday, January 2, 2012  
Monday, January 16, 2012  
Monday, February 13, 2012  
Monday, February 20, 2012  
Tuesday, May 8, 2012  
Monday, May 28, 2012  
Wednesday, July 4, 2012  
Monday, September 3, 2012  
Monday, October 8, 2012  
Monday, November 12, 2012  
Thursday, November 22, 2012  
Tuesday, December 25, 2012