

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of July 20 14

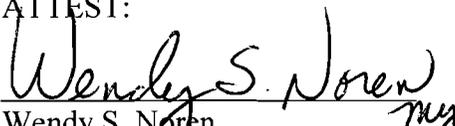
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Information Technology Department to reclassify funds to purchase a mail machine.

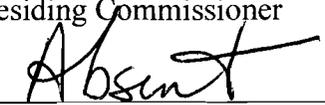
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2110	86850	CO Tax Maint Activity	Contingency	6,546	
2110	37210	CO Tax Maint Activity	Training/Schools	601	
2110	92300	CO Tax Maint Activity	Peplacement Mach./ Equip		7,147
2010	86850	Assessment	Contingency	4,295	
2010	92300	Assessment	Replacement Mach/Equip		4,295
1123	86850	Emergency & Contingency	Contingency	5,740	
1194	92300	Mail Services	Replacement Mach/Equip		5,740
1123	86850	Emergnecy & Contingency	Contingency	540	
1194	71600	Mail Services	Equip Leases & Meter Chrg		540
				17,722	17,722

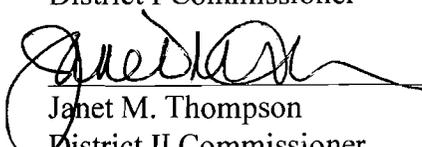
Done this 29th day of July, 2014.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

7/22/14

**EFFECTIVE DATE**

**FOR AUDITORS USE**

(Use whole \$ amounts)  
Transfer From    Transfer To  
Decrease        Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2110	86850	CO Tax Maint Activity	Contingency	6,546	
2110	37210	CO Tax Maint Activity	Training/Schools	601	
2110	92300	CO Tax Maint Activity	Replcment Mach & Equip		7,147
2010	86850	Assessment	<i>Contingency</i>	4,295	
2010	92300	Assessment	Replcment Mach & Equip		4,295
1123	86850	Emergency & Contingency	Contingency	5,740	
1194	92300	Mail Services	Replcment Mach & Equip		5,740
1123	86850	Emergency & Contingency	Contingency	540	
1194	71600	Mail Services	Equip Leases & Meter Chrg		540
			7 mos @ \$77.00 Jul - Dec 2014		
				<b>17,722</b>	<b>17,722</b>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

*Reclassify funds to purchase mail machine*

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO  
If not, please explain (use an attachment if necessary):

*[Signature]*  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- N/A* schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

*Agenda*

*[Signature]*  
Auditor's Office

*[Signature]*      *[Signature]*      *[Signature]*  
PRESIDING COMMISSIONER      DISTRICT I COMMISSIONER      DISTRICT II COMMISSIONER

# HASLER



Purchase Agreement  
with Meter Rental Agreement

### Section (A) Dealer Information

Dealer Office Number	Dealer Office Name	Phone #	Date
6108	Sawyer Mailing Systems	6362271090	07/23/2014

### Section (B) Billing Information

Company Name	Boone County		
DBA			
Billing Address	801 E Walnut		
City State Zip+4	Columbia	MO	65201-4890
Contact Name	Aron Gish	Phone	(573) 886-4285
Contact Title		Fax	
Email Address		PO #	

### Section (C) Installation Information (if different from billing information)

Company Name	Boone County		
DBA			
Installation Address	801 E Walnut		
City State Zip+4	Columbia	MO	65201-4890
Contact Name	Aron Gish	Phone	(573) 886-4285
Contact Title		Fax	
Email Address			

### Section (D) Purchased Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)	Price	
1	IMPRINTER	IM Series Inkjet Report Printer w/USB Cable	\$244.00	
1	IMWP30	IM Series 30lb. Weigh Platform	\$1080.00	
1	IM6000SYSB	IM6000 260 LPM Base, MMF, 15" Control Panel, Keyboard, LAN Kit & Line Conditioner	\$9894.00	
1	IM56DWM	IM5000/6000 Dynamic Weighing Module	\$3597.00	
1	IM56CONVEYOR	IM5000/6000 Conveyor Stacker	\$1362.00	
1	IMRLD	Remote Label Dispenser w/Stand	\$998.00	
State of MO Contract Number: C112169002			Equipment Subtotal	\$17,175.00
WSCA Contract Number: ADSP011-00000411-4			Shipping&Installation	\$0.00
			Total	\$17,175.00

### Section (E) Postage Meter Rental, Postage Funding, Payment Information & Payment Schedule

Main Post Office Name	Post Office 5-Digit Zip Code	Postage Meter Model	Postage Meter Type	Mailing Machine Model
		IM6000AI	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Penalty OMAS <input type="checkbox"/> CPU	IM5000-6000
Postage Funding Method:		Postage Funding Account:		
<input type="checkbox"/> Bill Me		<input type="checkbox"/> POC <input checked="" type="checkbox"/> TMS		
<input checked="" type="checkbox"/> Prepay by Check		<input checked="" type="checkbox"/> New <input type="checkbox"/> Existing		
<input type="checkbox"/> ACH Debit <i>Attach ACH Authorization Letter</i>		Existing Account Number:		
<input type="checkbox"/> CPU <i>Attach USPS CPU Authorization Letter</i>		Monthly Meter Rental Amount:		
<input type="checkbox"/> OMAS <i>Agency Code</i>		\$77.00 for 36 months, thereafter for months		
		Meter Rental Billing Frequency:		
		<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Annually		
		Rate Protection <input checked="" type="checkbox"/> Online Postal Rates		
		<input type="checkbox"/> RCP (Shipped Update)		
		iMeter Apps <input type="checkbox"/> Online Postal Expense Management		
		<input type="checkbox"/> Online E-Services		
		<input type="checkbox"/> Online E-Services with Electronic Return Receipt		

### Section (F) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initialed here \_\_\_\_\_.

This document consists of a Product Purchase Agreement ("Purchase Agreement"), and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Purchase Agreement and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version P-06-13), which are also available at <http://www.neopostusa.com/terms/DealerP-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature \_\_\_\_\_ Print Name and Title \_\_\_\_\_ Date Accepted \_\_\_\_\_

Accepted by Neopost USA and its Affiliates \_\_\_\_\_ Date Accepted \_\_\_\_\_

# HASLER



## Hasler Rental Agreement For use with Hasler Postage Meters

Dealer Number 6108	Dealer Name Sawyer Mailing Systems	Phone Number (636) 227-1090	Date Submitted
-----------------------	---------------------------------------	--------------------------------	----------------

### Section (A) Billing Information

<b>Boone County</b>			
Company Name (Full Legal Name)			
<b>801 E Walnut</b>			
Mailing Address			
<b>Columbia</b>	<b>MO</b>	<b>65201-4890</b>	
City	State	Zip Code + 4	
<b>Aron Gish</b>			
Contact Name			
Email Address			
<b>(573) 886-4285</b>			
Phone Number	Fax Number		
Purchase Order #			
<input checked="" type="checkbox"/> Tax Exempt? (Exemption Certificate is required if Yes)			
<input type="checkbox"/> Mail rental invoice, or bill my credit card <input type="checkbox"/> Visa <input type="checkbox"/> M/C <input type="checkbox"/> AmEx			
Card #	Exp Date		

### Section (B) Installation Information (if different from billing information)

<b>Boone County</b>			
Company Name (Full Legal Name)			
<b>801 E Walnut</b>			
Installation Address (No PO Boxes)			
<b>Columbia</b>	<b>MO</b>	<b>65201-4890</b>	
City	State	Zip Code + 4	
<b>Aron Gish</b>			
Contact Name			
Email Address			
<b>(573) 886-4285</b>			
Phone Number	Fax Number		
Main Post Office	Post Office Zip Code + 4		
<input type="checkbox"/> Use my existing TMS Account Number			

### Section (C) Postage Meter Information

Meter Model	<b>IM6000AI</b>	Base Model	<b>IM5000-6</b>
Meter Model		Base Model	
Payment frequency	<b>Quarterly</b>		
Meter Rental Payments			
<b>\$77.00</b>	for	<b>36</b>	months, thereafter                      for                      months

### Section (D) Rate Change Protection

Rate Change Protection

Model	Serial Number	Annual Price \$

### Section (E) Services Include

- Hasler iMeter™ / Postage Meter Rental
- TotalFunds Postage Management
  - "Download now, Pay later" options for commercial postage
- Online Advantage
  - MyAccount online postage account and postage usage monitoring
  - Ink cartridge re-order email alerts, remote diagnostics and software checks
- Online Postal Rates iMeter™ App
  - Automatic electronic USPS Postal Rates & Fees
- Online Postal Expense Management iMeter™ App
  - Online reporting to monitor, track and control postage expenditures
- Online USPS® E-Services iMeter™ App
  - Discounted electronic Confirmation Services
  - Online delivery tracking and delivery status email updates
- Online E-Services with Electronic Return Receipt iMeter™ App
  - USPS eServices with electronic signature proof of receipt
- Rate Change Protection Contract (for external scales only)
- SoftwareCare / Software Advantage (for shipping & accounting applications)

### Section (F) Approval

TMS accounts previously funded by ACH Debits will not be converted to TotalFunds, unless initialed here \_\_\_\_\_.

This document consists of a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Rental Agreement and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version R-06-13), which are also available at <http://www.neopostusa.com/terms/R-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Accepted by Date Accepted \_\_\_\_\_

# New Postage Machine

## Budget Revision

1123-86850 move to 1194-92300  
2010-86850 move to 2010-92300 Assessor  
2110-86850 move to 2110-92300 Collector

\$ 17,175.<sup>00</sup>

% Based On 2013 Usage

24.98% - Assessor \$ 4,290.31  
41.61% - Collector \$ 7,146.52  
33.41% - General Fund \$ 5,738.17

..... Date \_\_\_\_\_

**AUDITOR'S OFFICE: Budget Analyst completes this section as part of contract certification process**

Check all that apply: (Budget Analyst initiates internal staff discussions as needed.)

- Item or services will be TAGGED for property inventory purposes. If checked, complete the following:
  - Costs be added to an existing tag number? NO \_\_\_ YES \_\_\_ Tag Number: \_\_\_\_\_
  - Costs replace existing asset? NO \_\_\_ YES \_\_\_ Tag Number to be retired: \_\_\_\_\_
  - How will *placed in service* date be determined? \_\_\_\_\_
- If Tag Numbers are listed above, copy of form given to capital asset accountant.
- Acquired item or services will be administered as a project requiring coordination with or approval from more than one County office. If checked, complete the following:
  - Name of Project Manager: \_\_\_\_\_
  - Person responsible for approving invoices for payment: \_\_\_\_\_
  - Routing process for invoice approval: \_\_\_\_\_
  - Person responsible for tracking the project budget and expenses: \_\_\_\_\_

Budget Analyst: Initial \_\_\_\_\_ Date \_\_\_\_\_ "Save As" file name: \_\_\_\_\_

2014 Emergency Fund  
2010-86800

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2014		12,000		12,000	Original Budget
	Total	<u>12,000</u>	<u>0</u>		

2014 Contingency Fund  
2010-86850

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2014		10,830		10,830	
41843	92300		(4,295)	6,535	postage machine
	Total	<u>10,830</u>	<u>(4,295)</u>	<u>17,365</u>	



2014 Emergency Fund  
2110-86800

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2014				0	Original Budget
	Total	<u>0</u>	<u>0</u>		

2014 Contingency Fund  
2110-86850

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2014		34,424		34,424	
4/8/2014	1XXXX.91301 & 91302		(27,878)	6,546	Establish funding for new Deputy Collector position, pc, monitor & software
41843	92300		(6,546)	0	Postage machine
	Total	<u>34,424</u>	<u>(34,424)</u>	<u>0</u>	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby award bid 29-26JUN14 – Sun Valley Estates & Germantown Subdivision, 2014 Concrete Rehabilitation Program to Emery Sapp & Sons, Inc. of Columbia, MO.

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

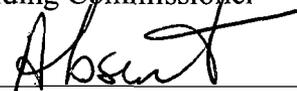
Done this 29th day of July, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Robbins**  
Senior Buyer



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Amy Robbins, Senior Buyer  
**DATE:** July 17, 2014  
**RE:** 29-26JUN14 – Sun Valley Estates & Germantown Subdivision, 2014  
Concrete Rehabilitation Program

29-26JUN14 – Sun Valley Estates & Germantown Subdivision, 2014 Concrete Rehabilitation Program opened on June 26, 2014. Three bids were received and Resource Management recommends award by low bid to Emery Sapp & Sons, Inc. of Columbia, MO.

The scope of this project entails full depth removal and repair operations to Wishing Well Drive, Woodland Cove, and Backwoods Cove in Sun Valley Estates and Ludwick Blvd. and Germantown Dr. in the Germantown Subdivision. Cost of the contract is \$474,824.40 and will be paid from department 2041 – Infrastructure Preservation/Rehab, account 71202 – Contractor Costs. \$491,267.60 was estimated for this project.

**cc:** Dan Haid, Resource Management  
Derin Campbell, Resource Management  
Bid File

**ATT:** Bid Tabulation

Sun Valley Estates			Engineer's Estimate		Emery Sapp & Sons		Christensen Construction		CL Richardson Constr. Co.	
Description	Unit	Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Mobilization	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
Traffic Control/Phasing	LS	1.0	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 890.00	\$ 890.00
Erosion Control	LS	1.0	\$ 9,000.00	\$ 9,000.00	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,210.00	\$ 1,210.00
Restoration	LS	1.0	\$ 9,000.00	\$ 9,000.00	\$ 6,700.00	\$ 6,700.00	\$ 11,800.00	\$ 11,800.00	\$ 6,850.00	\$ 6,850.00
Removal, Curbside Obstructions, Replacement Included	LS	1.0	\$ 3,500.00	\$ 3,500.00	\$ 2,700.00	\$ 2,700.00	\$ 5,100.00	\$ 5,100.00	\$ 4,600.00	\$ 4,600.00
Removal, Existing PCC, Saw Cutting Included	SY	2,991.0	\$ 6.50	\$ 19,441.50	\$ 8.40	\$ 25,124.40	\$ 15.75	\$ 47,108.25	\$ 10.80	\$ 32,302.80
Curb & Gutter, Roll-Back, Removal and Replacement	SY	248.0	\$ 125.00	\$ 31,000.00	\$ 105.00	\$ 26,040.00	\$ 120.00	\$ 29,760.00	\$ 155.50	\$ 38,068.00
Rock Base, 1.5" Minus, 8" Thickness	SY	2,991.0	\$ 8.00	\$ 23,928.00	\$ 9.60	\$ 28,713.60	\$ 7.34	\$ 21,953.94	\$ 9.70	\$ 29,012.70
Geotextile, Propex Geotex 801 or Approved Equal	SY	2,991.0	\$ 11.50	\$ 34,386.50	\$ 2.00	\$ 5,982.00	\$ 1.25	\$ 3,738.75	\$ 2.95	\$ 8,823.45
Base Repair (Tensor TX160 Geogrid and additional 4" of Rock Base)	SY	2,393.0	\$ 10.00	\$ 23,930.00	\$ 11.55	\$ 27,639.15	\$ 8.14	\$ 19,479.02	\$ 13.40	\$ 32,066.20
Concrete Pavement, RCC, 6" Thickness	SY	2,991.0	\$ 21.90	\$ 65,502.90	\$ 21.00	\$ 62,811.00	\$ 20.00	\$ 59,820.00	\$ 22.45	\$ 67,147.93
Asphalt Overlay, BP-2	Ton	329.0	\$ 80.00	\$ 26,320.00	\$ 85.00	\$ 27,965.00	\$ 80.00	\$ 26,320.00	\$ 96.60	\$ 31,781.40
Tack Coat	SY	2,991.0	\$ 0.20	\$ 598.20	\$ 0.35	\$ 1,046.85	\$ 0.35	\$ 1,046.85	\$ 0.55	\$ 1,645.05
<b>Total</b>				\$ 228,997.20		\$ 224,822.00		\$ 234,126.81		\$ 258,797.55

Germantown Subdivision			Engineer's Estimate		Emery Sapp & Sons		Christensen Construction		CL Richardson Constr. Co.	
Description	Unit	Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Mobilization	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00
Traffic Control/Phasing	LS	1.0	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,525.00	\$ 1,525.00
Erosion Control	LS	1.0	\$ 9,000.00	\$ 9,000.00	\$ 225.00	\$ 225.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
Restoration	LS	1.0	\$ 9,000.00	\$ 9,000.00	\$ 6,250.00	\$ 6,250.00	\$ 13,750.00	\$ 13,750.00	\$ 6,250.00	\$ 6,250.00
Removal, Curbside Obstructions, Replacement Included	LS	1.0	\$ 3,000.00	\$ 3,000.00	\$ 2,730.00	\$ 2,730.00	\$ 6,000.00	\$ 6,000.00	\$ 8,300.00	\$ 8,300.00
Removal, Existing PCC, Saw Cutting Included	SY	3,487.0	\$ 6.50	\$ 22,665.50	\$ 8.00	\$ 27,896.00	\$ 15.75	\$ 54,920.25	\$ 11.00	\$ 38,357.00
Curb & Gutter, Roll-Back, Removal and Replacement	SY	220.0	\$ 125.00	\$ 27,500.00	\$ 127.00	\$ 27,940.00	\$ 120.00	\$ 26,400.00	\$ 155.80	\$ 34,276.00
Rock Base, 1.5" Minus, 8" Thickness	SY	3,487.0	\$ 8.00	\$ 27,896.00	\$ 9.25	\$ 32,254.75	\$ 7.34	\$ 25,594.58	\$ 9.70	\$ 33,823.90
Geotextile, Propex Geotex 801 or Approved Equal	SY	3,487.0	\$ 11.50	\$ 40,099.50	\$ 2.10	\$ 7,322.70	\$ 1.25	\$ 4,358.75	\$ 2.95	\$ 10,286.65
Base Repair (Tensor TX160 Geogrid)	SY	2,990.0	\$ 7.00	\$ 20,930.00	\$ 5.55	\$ 16,484.50	\$ 5.00	\$ 14,950.00	\$ 6.30	\$ 17,577.00
Concrete Pavement, RCC, 6" Thickness	SY	3,487.0	\$ 23.90	\$ 83,349.30	\$ 21.00	\$ 73,227.00	\$ 20.00	\$ 69,740.00	\$ 22.00	\$ 76,714.00
Asphalt Overlay, BP-2	Ton	364.0	\$ 78.00	\$ 28,392.00	\$ 85.00	\$ 30,920.00	\$ 80.00	\$ 29,120.00	\$ 96.00	\$ 34,864.00
Tack Coat	SY	3,487.0	\$ 0.20	\$ 697.40	\$ 0.35	\$ 1,220.45	\$ 0.35	\$ 1,220.45	\$ 0.55	\$ 1,917.85
4x3" Type M Inlet	EA	2.0	\$ 4,000.00	\$ 8,000.00	\$ 4,300.00	\$ 8,600.00	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,100.00
18" RCP	LF	36.00	\$ 2,200.00	\$ 79,200.00	\$ 80.00	\$ 2,880.00	\$ 65.00	\$ 2,340.00	\$ 57.50	\$ 2,070.00
24" CMP, Aluminumized	LF	16.00	\$ 100.00	\$ 1,600.00	\$ 70.00	\$ 1,120.00	\$ 40.00	\$ 640.00	\$ 61.75	\$ 988.00
Rock Blanket, 6"x12" with Fabric	SY	5.30	\$ 358.00	\$ 1,897.40	\$ 40.00	\$ 212.00	\$ 40.00	\$ 212.00	\$ 51.50	\$ 272.95
<b>Total</b>				\$ 262,770.40		\$ 250,002.40		\$ 268,754.03		\$ 282,102.35

<b>Combined Bid Total</b>			\$ 491,267.60	\$ 474,824.40	\$ 502,880.84	\$ 540,899.90
---------------------------	--	--	---------------	---------------	---------------	---------------

R.A.P. Deduct	Site	\$ 2.00	\$ 2.00	(7.00)
Asphalt Index (Yes or No)	Y	Y	Y	Y
Bid Response	Y	Y	Y	Y
Debarment	Y	Y	Y	Y
Work Authorization	Y	Y	Y	Y
Statement of Bidder's Qualifications	Y	Y	Y	Y
Anti-Collusion Statement	Y	Y	Y	Y
Signature & Identity of Bidder	Y	Y	Y	Y
Bidder's Acknowledgment	Y	Y	Y	Y

Sun Valley Estates			Engineer's Estimate		Emery Sapp & Sons		Christensen Construction		CL Richardson Constr. Co.	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Description	Unit	Qty								
Mobilization	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
Traffic Control/Phasing	LS	1.0	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 890.00	\$ 890.00
Erosion Control	LS	1.0	\$ 3,000.00	\$ 3,000.00	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,710.00	\$ 1,710.00
Restoration	LS	1.0	\$ 3,000.00	\$ 3,000.00	\$ 6,700.00	\$ 6,700.00	\$ 11,800.00	\$ 11,800.00	\$ 6,850.00	\$ 6,850.00
Removal, Curbside Obstructions, Replacement Included	LS	1.0	\$ 3,500.00	\$ 3,500.00	\$ 2,700.00	\$ 2,700.00	\$ 5,100.00	\$ 5,100.00	\$ 4,000.00	\$ 4,000.00
Removal, Existing PCC, Saw Cutting Included	SY	2,991.0	\$ 6.50	\$ 19,441.50	\$ 8.40	\$ 25,124.40	\$ 15.75	\$ 47,108.25	\$ 10.80	\$ 32,302.80
Curb & Gutter, Roll-Back, Removal and Replacement	SY	248.0	\$ 125.00	\$ 31,000.00	\$ 105.00	\$ 26,040.00	\$ 120.00	\$ 29,760.00	\$ 153.50	\$ 38,068.00
Rock Base, 1.5" Minus, 8" Thickness	SY	2,991.0	\$ 8.00	\$ 23,928.00	\$ 9.60	\$ 28,713.60	\$ 7.34	\$ 21,953.94	\$ 9.70	\$ 29,012.70
Geotextile, Propex Geotex 801 or Approved Equal	SY	2,991.0	\$ 1.50	\$ 4,486.50	\$ 2.00	\$ 5,982.00	\$ 1.25	\$ 3,738.75	\$ 2.95	\$ 8,823.45
Base Repair (Tensar TX160 Geogrid and additional 4" of Rock Base)	SY	2,393.0	\$ 10.00	\$ 23,930.00	\$ 11.55	\$ 27,639.15	\$ 8.14	\$ 19,479.02	\$ 13.40	\$ 32,066.20
Concrete Pavement, RCC, 6" Thickness	SY	2,991.0	\$ 23.00	\$ 68,793.00	\$ 21.00	\$ 62,811.00	\$ 20.00	\$ 59,820.00	\$ 22.45	\$ 67,147.95
Asphalt Overlay, BP-2	Ton	329.0	\$ 80.00	\$ 26,320.00	\$ 85.00	\$ 27,965.00	\$ 80.00	\$ 26,320.00	\$ 96.60	\$ 31,781.40
Tack Coat	SY	2,991.0	\$ 0.20	\$ 598.20	\$ 0.35	\$ 1,046.85	\$ 0.35	\$ 1,046.85	\$ 0.55	\$ 1,645.05
<b>Total</b>				\$ 228,997.20		\$ 224,822.00		\$ 234,126.81		\$ 258,797.55

Germantown Subdivision			Engineer's Estimate		Emery Sapp & Sons		Christensen Construction		CL Richardson Const. Co.	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Description	Unit	Qty								
Mobilization	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00
Traffic Control/Phasing	LS	1.0	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,525.00	\$ 1,525.00
Erosion Control	LS	1.0	\$ 3,000.00	\$ 3,000.00	\$ 225.00	\$ 225.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
Restoration	LS	1.0	\$ 3,500.00	\$ 3,500.00	\$ 6,250.00	\$ 6,250.00	\$ 13,750.00	\$ 13,750.00	\$ 6,250.00	\$ 6,250.00
Removal, Curbside Obstructions, Replacement Included	LS	1.0	\$ 3,000.00	\$ 3,000.00	\$ 2,730.00	\$ 2,730.00	\$ 6,000.00	\$ 6,000.00	\$ 8,300.00	\$ 8,300.00
Removal, Existing PCC, Saw Cutting Included	SY	3,487.0	\$ 6.50	\$ 22,665.50	\$ 8.00	\$ 27,896.00	\$ 15.75	\$ 54,920.25	\$ 11.00	\$ 38,357.00
Curb & Gutter, Roll-Back, Removal and Replacement	SY	220.0	\$ 125.00	\$ 27,500.00	\$ 127.00	\$ 27,940.00	\$ 120.00	\$ 26,400.00	\$ 155.80	\$ 34,276.00
Rock Base, 1.5" Minus, 8" Thickness	SY	3,487.0	\$ 8.00	\$ 27,896.00	\$ 9.25	\$ 32,254.75	\$ 7.34	\$ 25,594.58	\$ 9.70	\$ 33,823.90
Geotextile, Propex Geotex 801 or Approved Equal	SY	3,487.0	\$ 1.50	\$ 5,230.50	\$ 2.10	\$ 7,322.70	\$ 1.25	\$ 4,358.75	\$ 2.95	\$ 10,286.65
Base Repair (Tensar TX160 Geogrid)	SY	2,790.0	\$ 7.00	\$ 19,530.00	\$ 5.55	\$ 15,484.50	\$ 5.00	\$ 13,950.00	\$ 6.30	\$ 17,577.00
Concrete Pavement, RCC, 6" Thickness	SY	3,487.0	\$ 23.00	\$ 80,201.00	\$ 21.00	\$ 73,227.00	\$ 20.00	\$ 69,740.00	\$ 22.00	\$ 76,714.00
Asphalt Overlay, BP-2	Ton	384.0	\$ 80.00	\$ 30,720.00	\$ 85.00	\$ 32,640.00	\$ 80.00	\$ 30,720.00	\$ 96.00	\$ 36,864.00
Tack Coat	SY	3,487.0	\$ 0.20	\$ 697.40	\$ 0.35	\$ 1,220.45	\$ 0.35	\$ 1,220.45	\$ 0.55	\$ 1,917.85
4'x3' Type M Inlet	EA	2.0	\$ 4,000.00	\$ 8,000.00	\$ 4,300.00	\$ 8,600.00	\$ 3,000.00	\$ 6,000.00	\$ 3,590.00	\$ 7,180.00
18" RCP	LF	36.00	\$ 200.00	\$ 7,200.00	\$ 80.00	\$ 2,880.00	\$ 65.00	\$ 2,340.00	\$ 57.50	\$ 2,070.00
24" CMP, Aluminized	LF	16.00	\$ 100.00	\$ 1,600.00	\$ 70.00	\$ 1,120.00	\$ 40.00	\$ 640.00	\$ 61.75	\$ 988.00
Rock Blanket, 6"x12", with Fabric	SY	5.30	\$ 100.00	\$ 530.00	\$ 40.00	\$ 212.00	\$ 400.00	\$ 2,120.00	\$ 51.50	\$ 272.95
<b>Total</b>				\$ 262,270.40		\$ 250,002.40		\$ 268,754.03		\$ 282,102.35

<b>Combined Bid Total</b>				\$ 491,267.60		\$ 474,824.40		\$ 502,880.84		\$ 540,899.90
---------------------------	--	--	--	---------------	--	---------------	--	---------------	--	---------------

R.A.P. Deduct	\$/ton			\$ 2.00		\$ 2.00		\$ (7.00)
Asphalt Index (Yes or No)				Y		Y		Y
Bid Response				Y		Y		Y
Debarment				Y		Y		Y
Work Authorization				Y		Y		Y
Statement of Bidder's Qualifications				Y		Y		Y
Anti-Collusion Statement				Y		Y		Y
Signature & Identity of Bidder				Y		Y		Y
Bidder's Acknowledgment				Y		Y		Y

Sun Valley Estates			Engineer's Estimate		Christensen Construction		Emery Sapp & Sons		CL Richardson Const. Co.	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Description	Unit	Qty								
Mobilization	LS	1.0	\$ 12,000.00	\$ 12,000.00		\$ -		\$ -		\$ -
Traffic Control/Phasing	LS	1.0	\$ 9,000.00	\$ 9,000.00		\$ -		\$ -		\$ -
Erosion Control	LS	1.0	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -		\$ -
Restoration	LS	1.0	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -		\$ -
Removal, Curbside Obstructions, Replacement Included	LS	1.0	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -		\$ -
Removal, Existing PCC, Saw Cutting Included	SY	2,991.0	\$ 6.50	\$ 19,441.50		\$ -		\$ -		\$ -
Curb & Gutter, Roll-Back, Removal and Replacement	SY	248.0	\$ 125.00	\$ 31,000.00		\$ -		\$ -		\$ -
Rock Base, 1.5" Minus, 8" Thickness	SY	2,991.0	\$ 8.00	\$ 23,928.00		\$ -		\$ -		\$ -
Geotextile, Propex Geotex 801 or Approved Equal	SY	2,991.0	\$ 1.50	\$ 4,486.50		\$ -		\$ -		\$ -
Base Repair (Tensar TX160 Geogrid and additional 4" of Rock Base)	SY	2,393.0	\$ 10.00	\$ 23,930.00		\$ -		\$ -		\$ -
Concrete Pavement, RCC, 6" Thickness	SY	2,991.0	\$ 23.00	\$ 68,793.00		\$ -		\$ -		\$ -
Asphalt Overlay, BP-2	Ton	329.0	\$ 80.00	\$ 26,320.00		\$ -		\$ -		\$ -
Tack Coat	SY	2,991.0	\$ 0.20	\$ 598.20		\$ -		\$ -		\$ -
<b>Total</b>				\$ 228,997.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Germantown Subdivision			Engineer's Estimate		Christensen Construction		Emery Sapp & Sons		CL Richardson Const. Co.	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Description	Unit	Qty								
Mobilization	LS	1.0	\$ 12,000.00	\$ 12,000.00		\$ -		\$ -		\$ -
Traffic Control/Phasing	LS	1.0	\$ 9,000.00	\$ 9,000.00		\$ -		\$ -		\$ -
Erosion Control	LS	1.0	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -		\$ -
Restoration	LS	1.0	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -		\$ -
Removal, Curbside Obstructions, Replacement Included	LS	1.0	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -		\$ -
Removal, Existing PCC, Saw Cutting Included	SY	3,487.0	\$ 6.50	\$ 22,665.50		\$ -		\$ -		\$ -
Curb & Gutter, Roll-Back, Removal and Replacement	SY	220.0	\$ 125.00	\$ 27,500.00		\$ -		\$ -		\$ -
Rock Base, 1.5" Minus, 8" Thickness	SY	3,487.0	\$ 8.00	\$ 27,896.00		\$ -		\$ -		\$ -
Geotextile, Propex Geotex 801 or Approved Equal	SY	3,487.0	\$ 1.50	\$ 5,230.50		\$ -		\$ -		\$ -
Base Repair (Tensar TX160 Geogrid)	SY	2,790.0	\$ 7.00	\$ 19,530.00		\$ -		\$ -		\$ -
Concrete Pavement, RCC, 6" Thickness	SY	3,487.0	\$ 23.00	\$ 80,201.00		\$ -		\$ -		\$ -
Asphalt Overlay, BP-2	Ton	384.0	\$ 80.00	\$ 30,720.00		\$ -		\$ -		\$ -
Tack Coat	SY	3,487.0	\$ 0.20	\$ 697.40		\$ -		\$ -		\$ -
4'x3' Type M Inlet	EA	2.0	\$ 4,000.00	\$ 8,000.00		\$ -		\$ -		\$ -
18" RCP	LF	36.00	\$ 200.00	\$ 7,200.00		\$ -		\$ -		\$ -
24" CMP, Aluminized	LF	16.00	\$ 100.00	\$ 1,600.00		\$ -		\$ -		\$ -
Rock Blanket, 6"x12", with Fabric	SY	5.30	\$ 100.00	\$ 530.00		\$ -		\$ -		\$ -
<b>Total</b>				\$ 262,270.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<b>Combined Bid Total</b>		\$ 491,267.60	\$ -	\$ -	\$ -	\$ -
---------------------------	--	---------------	------	------	------	------

R.A.P. Deduct	\$/ton	\$ -	\$ -	\$ -	\$ -
---------------	--------	------	------	------	------

Asphalt Index (Yes/No)

Bid Response			
Debarment			
Work Authorization			
Statement of Bidder's Qualifications			
Anti-Collusion Statement			
Signature & Identity of Bidder			
Bidder's Acknowledgment			



**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Emery Sapp & Sons, Inc.** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 29-26JUN14  
SUN VALLEY ESTATES & GERMANTOWN SUBDIVISION,  
2014 CONCRETE REHABILITATION PROJECT  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to **be in the amount of \$474,824.40.**

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

Notice to Bidders  
Bid Form  
Instructions to Bidders  
Bid Response  
Certification Regarding Debarment  
Work Authorization Certification  
Statement of Bidders Qualifications  
Anti-Collusion Statement  
Signature and Identity of Bidder  
Bidders Acknowledgment  
Insurance Requirements  
Contract Conditions  
Sample Contract Agreement  
Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.  
Affidavit - OSHA Requirements  
Affidavit - Prevailing Wage  
General Specifications  
Technical Specifications  
Special Provisions / Project Notes  
State Wage Rates-Annual Wage Order #20

367-2014

Boone County Standard Terms and Conditions  
Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any

367-2014

brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

367-2014

The Owner agrees to pay the Contractor in the amount: \$474,824.40.

**Four Hundred Seventy Four Thousand, Eight Hundred Twenty Four Dollars and Forty Cents (\$474,824.40)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on

7-29-14 at Columbia, Missouri.  
(Date)

CONTRACTOR:

EMERY SAPP & SONS, INC.

By: [Signature]  
Authorized Representative Signature

By: KEITH M. BENNETT  
Authorized Representative Printed Name  
Title: SECRETARY

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]  
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

[Signature]  
CJ Dykhouse  
Boone County Counselor

ATTEST:

[Signature]  
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature] 7/22/14 2041 / 71202 - \$474,824.40  
Signature Date Appropriation Account



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2015

DATE (MM/DD/YYYY)

7/9/2014

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> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____	<b>FAX (A/C, No):</b> _____
	<b>PHONE (A/C, No, Ext):</b> _____	<b>E-MAIL ADDRESS:</b> _____
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> 1327113 EMERY SAPP & SONS, INC. 2301 I-70 DRIVE NW COLUMBIA MO 65202	<b>INSURER A:</b> Old Republic General Ins Corporation	24139
	<b>INSURER B:</b> Starr Indemnity & Liability Company	38318
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

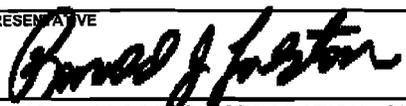
**COVERAGES \***      **CERTIFICATE NUMBER:** 13022270      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 PD & BI DED. <input checked="" type="checkbox"/> PRODUCTS-COMP/OP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	A7CG97541404	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	A7CA97541404	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	1000020814	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	A7CW97541404	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: PROJECT #29-26JUN14 SUN VALLEY ESTATES & GERMANTOWN SUBDIVISION CONCRETE REHABILITATION. BOONE COUNTY PURCHASING IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND EXCESS LIABILITY COVERAGE AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, EXCESS LIABILITY, AND WORKERS COMPENSATION COVERAGE AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

<b>13022270</b> BOONE COUNTY PURCHASING 613 E. ASH, ROOM 109 COLUMBIA MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2014 ACORD CORPORATION. All rights reserved.

**SECTION III**

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

**SECTION IV**

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

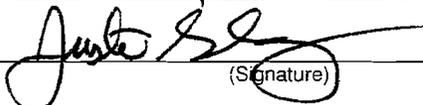
**SECTION V**

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

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

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

Firm Name: EMERY SAPP & SONS, INC.

By:   
(Signature)

JUSTIN GAY  
(Print or Type Name)

Title: BRANCH MANAGER

Address: 2301 HZO DRIVE NW

City, State, Zip: COLUMBIA, MD 21022

Phone: 573-445-6331

Fax: 573-446-4805

Date: 6/26/14

**Sun Valley Estates and Germantown Subdivision  
2014 Concrete Rehabilitation Program  
29-26JUN14**

<b>Sun Valley Estates</b>				
Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$ 5,000. <sup>00</sup>	\$ 5,000. <sup>00</sup>
Traffic Control/Phasing	LS	1	\$ 5,000. <sup>00</sup>	\$ 5,000. <sup>00</sup>
Erosion Control	LS	1	\$ 100. <sup>00</sup>	\$ 100. <sup>00</sup>
Restoration	LS	1	\$ 6,700. <sup>00</sup>	\$ 6,700. <sup>00</sup>
Removal, Curbside Obstructions, Replacement Included	LS	1	\$ 2,700. <sup>00</sup>	\$ 2,700. <sup>00</sup>
Removal, Existing PCC, Saw Cutting Included	SY	2,991	\$ 8. <sup>40</sup>	\$ 25,124. <sup>40</sup>
Curb & Gutter, Roll-Back, Removal and Replacement	SY	248	\$ 105. <sup>00</sup>	\$ 26,040. <sup>00</sup>
Rock Base, 1.5" Minus, 8" Thickness	SY	2,991	\$ 9. <sup>60</sup>	\$ 28,713. <sup>60</sup>
Geotextile, Propex Geotex 801 or Approved Equal	SY	2,991	\$ 2. <sup>00</sup>	\$ 5,982. <sup>00</sup>
Base Repair (Tensar TX160 Geogrid and Add. 4" Rock Base)	SY	2,393	\$ 11. <sup>55</sup>	\$ 27,639. <sup>15</sup>
Concrete Pavement, RCC, 6" Thickness	SY	2,991	\$ 21. <sup>00</sup>	\$ 62,811. <sup>00</sup>
Asphalt Surface, BP-2	Ton	329	\$ 85. <sup>00</sup>	\$ 27,965. <sup>00</sup>
Tack Coat	SY	2,991	\$ 0. <sup>35</sup>	\$ 1,096. <sup>85</sup>
<b>Sun Valley Estates Bid Total</b>				<b>\$ 224,822.<sup>00</sup></b>

<b>Germantown Subdivision</b>				
Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$ 5,000. <sup>00</sup>	\$ 5,000. <sup>00</sup>
Traffic Control/Phasing	LS	1	\$ 5,000. <sup>00</sup>	\$ 5,000. <sup>00</sup>
Erosion Control	LS	1	\$ 225. <sup>00</sup>	\$ 225. <sup>00</sup>
Restoration	LS	1	\$ 6,250. <sup>00</sup>	\$ 6,250. <sup>00</sup>
Removal, Curbside Obstructions, Replacement Included	LS	1	\$ 2,730. <sup>00</sup>	\$ 2,730. <sup>00</sup>
Removal, Existing PCC, Saw Cutting Included	SY	3,487	\$ 8. <sup>00</sup>	\$ 27,896. <sup>00</sup>
Curb & Gutter, Roll-Back, Removal and Replacement	SY	220	\$ 127. <sup>00</sup>	\$ 27,940. <sup>00</sup>
Rock Base, 1.5" Minus, 8" Thickness	SY	3,487	\$ 9. <sup>25</sup>	\$ 32,259. <sup>75</sup>
Geotextile, Propex Geotex 801 or Approved Equal	SY	3,487	\$ 2. <sup>10</sup>	\$ 7,322. <sup>70</sup>
Base Repair (Tensar TX160 Geogrid)	SY	2,790	\$ 5. <sup>55</sup>	\$ 15,484. <sup>50</sup>
Concrete Pavement, RCC, 6" Thickness	SY	3,487	\$ 21. <sup>00</sup>	\$ 73,227. <sup>00</sup>
Asphalt Surface, BP-2	Ton	384	\$ 85. <sup>00</sup>	\$ 32,640. <sup>00</sup>
Tack Coat	SY	3,487	\$ 0. <sup>35</sup>	\$ 1,220. <sup>45</sup>
4'x3" Type M Inlet	EA	2	\$ 4,300. <sup>00</sup>	\$ 8,600. <sup>00</sup>
18" RCP	LF	36	\$ 80. <sup>00</sup>	\$ 2,880. <sup>00</sup>
24" CMP, Aluminized	LF	16	\$ 70. <sup>00</sup>	\$ 1,120. <sup>00</sup>
6"x12" Rock Blanket w/ Fabric	SY	5.3	\$ 40. <sup>00</sup>	\$ 212. <sup>00</sup>
<b>Germantown Subdivision Bid Total</b>				<b>\$ 250,002.<sup>40</sup></b>

<b>Combined Bid Total</b>	<b>\$ 474,824.<sup>40</sup></b>
---------------------------	---------------------------------

**Project Deductions**

Enter deduct amount for the below items the bidder wishes to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

ITEM	Deduct from Bid Items	Unit Price Deduct
R.A.P.	Asphalt Surface, BP-2	\$ 2.00

**\*\*\*\*\* Option – MoDot Asphalt Price Index\*\*\*\*\***

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS

Acceptance by:  Date: 6/26/14

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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
<u>6/23/14</u>	<u># 1</u>

COMPANY NAME: EMERY SAPP & SONS, Inc.

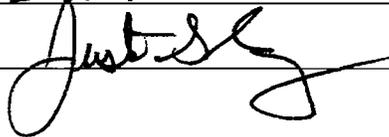
ADDRESS: 2301 I-70 DRIVE NW

CITY, STATE, ZIP: COLUMBIA, MD 21022

PHONE NUMBER: 573-445-8331

AUTHORIZED REPRESENTATIVE: JUSTIN GAY

TITLE: REGIONAL MANAGER

SIGNATURE: 



paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, Missouri, on this 9th day of July, 2014.

Emery Sapp & Sons, Inc.  
(Contractor)

(SEAL)

BY: 

Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY:   
(Attorney-In-Fact) Kris Copra

BY: N/A  
(Missouri Representative)

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

Surety Contact Name: Matt Blaskiewicz  
Phone Number: (314) 543-4622  
Address: PO Box 8509-A  
St. Louis, MO 63126

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Emery Sapp & Sons, Inc.  
2301 I-70 Drive NW, Columbia, MO 65202,  
as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company  
PO Box 8509-A, St. Louis, MO 63126

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

Four Hundred Seventy-Four Thousand Eight Hundred Twenty-Four Dollars and 40/100 DOLLARS

(\$ 474,824.40), for the payment whereof Contractor and Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a  
contract with Owner for

**BID NUMBER 29-26JUN14  
SUN VALLEY ESTATES & GERMANTOWN SUBDIVISION,  
2014 CONCRETE REHABILITATION PROJECT  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, Missouri on this 9th day of July 2014.

CONTRACTOR Emery Sapp & Sons, Inc. (SEAL)

BY: [Signature]

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]  
(Attorney-In-Fact) Kris Copra

BY: N/A  
(Missouri Representative)

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



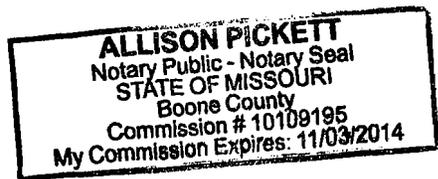
**ACKNOWLEDGMENT BY SURETY**

STATE OF Missouri }  
County of Cole } ss.

On this 9th day of July, 2014, before me personally  
appeared Kris Copra, known to, me to be the Attorney-in-Fact of  
Liberty Mutual Insurance Company, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

Allison Pickett  
Notary Public in the State of Missouri  
County of Boone



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6527810

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Pickett; Darla A. Veltrop; Kris Copra; Louis A. Landwehr

all of the city of Jefferson City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2014.



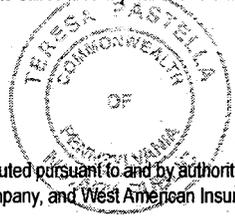
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 14th day of April, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 27, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

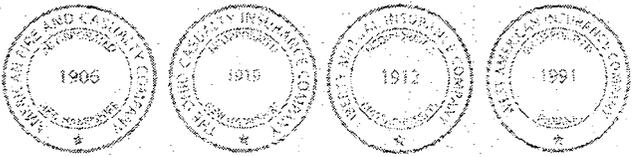
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of July, 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

## **IMPORTANT SURETY BOND INFORMATION MISSOURI**

Your Liberty Mutual Surety agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

### **MISSOURI SPECIFIC QUESTIONS**

If you have been unable to contact or obtain information from your agent, you may contact Liberty Mutual Surety at the following address and telephone:

**AMERICAN STATES INSURANCE COMPANY  
SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA**

Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

Mailing Address:

1001 4th Avenue, Suite 1700  
Seattle, WA 98154

Telephone # 1-206-473-3799





ACKNOWLEDGMENT BY SURETY

STATE OF Missouri }  
County of Cole } ss.

On this 26th day of June, 2014, before me personally  
appeared Kris Copra, known to, me to be the Attorney-in-Fact of  
Liberty Mutual Insurance Company, the corporation

that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

*Allison Pickett*  
\_\_\_\_\_  
Notary Public in the State of Missouri  
County of Boone

**ALLISON PICKETT**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Boone County  
Commission # 10109195  
My Commission Expires: 11/03/2014

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6527777

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Pickett; Darla A. Veltrop; Kris Copra; Louis A. Landwehr

all of the city of Jefferson City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2014.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 14th day of April, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of June, 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

NOT VALID FOR MORTGAGES, NOTES, LETTER OF CREDIT, CURRENCY RATE, INTEREST RATE OR RESIDUAL VALUE GUARANTEES.

To confirm the validity of this Power of Attorney call



Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

## **IMPORTANT SURETY BOND INFORMATION MISSOURI**

Your Liberty Mutual Surety agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

### **MISSOURI SPECIFIC QUESTIONS**

If you have been unable to contact or obtain information from your agent, you may contact Liberty Mutual Surety at the following address and telephone:

**AMERICAN STATES INSURANCE COMPANY  
SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA**

**Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154**

**Mailing Address:**

**1001 4th Avenue, Suite 1700  
Seattle, WA 98154**

**Telephone # 1-206-473-3799**



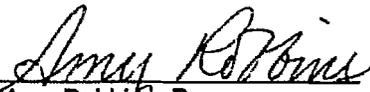
**BOONE COUNTY, MISSOURI**  
Request for Bid #: 29-26JUN14  
Sun Valley Estates & Germantown Subdivision  
2014 Concrete Rehabilitation Program

**ADDENDUM #1 - Issued June 23, 2014**

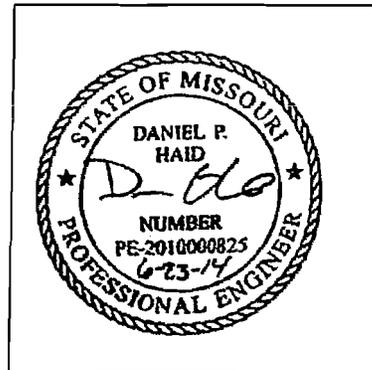
This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

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

1. Roller Compacted Concrete pavement is required to cure for 7 calendar days prior to receiving the asphalt surface course. Working days will continue to be counted during this curing period.

By:   
Amy Robbins, Buyer  
Boone County Purchasing

Approved:

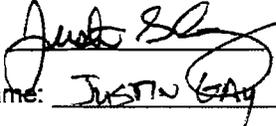


OFFEROR has examined copy of Addendum #1 to Request for Bid # 29—26JUN14 Sun Valley Estates & Germantown Subdivision, 2014 Concrete Rehabilitation Program, receipt of which is hereby acknowledged:

Company Name: EMERY SAPP & SONS, INC.

Address: 2301 I-70 DRIVE NW  
COLUMBIA, MD 21042

Phone Number: 573-445-8331 Fax Number: 573-446-4805

Authorized Representative Signature:  Date: 6/26/14

Authorized Representative Printed Name: JUSTIN SAPP

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

CHRISTENSEN CONSTRUCTION CO.

---

---

---

---

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: SUN VALLEY ESTATES & BERNANTOWN SUBDIVISION 2014 CONCRETE REPAIR PROGRAM

Project No.: 29 - 26 JUN 14

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

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

### SECTION I

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

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

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

### SECTION II

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





Company ID Number: 86909

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Emery Sapp & Sons, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the 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 establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 86909

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**01/08/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: EMERY SAPP & SONS, INC.
2. Business Address: 2301 I-70 DRIVE NW  
COLUMBIA, MD 65202
3. When Organized: 1972
4. When Incorporated: 1972
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
42 YEARS
7. If you have done business under a different name, please give name and location:  
N/A
8. Percent of work done by own staff: 60 %
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
SEE ATTACHED LIST
12. List of projects currently in progress: SEE ATTACHED LIST

\* Attach additional sheets as necessary \*



**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2014	UTIL	CHILLED WATER LINE-MUMFORD TO LEFEVRE	UNIVERSITY OF MO	COLUMBIA, MO	\$154,500.00	0%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2014	BR/ST	SCOTT BLVD PHASE 2	CITY OF COLUMBIA	COLUMBIA, MO	\$4,900,566.00	20%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2014	STREET	THOMPSON CENTER PARKING LOT	UNIVERSITY OF MO	COLUMBIA, MO	\$72,900.00	75%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2014	STREET	KU JAYHAWK BLVD PHASE 2	UNIVERSITY OF KS	LAWRENCE, KS	\$2,376,014.00	0%	David Stueve	Kansas Department of Administration 800 SW Jackson, Suite 600 Topeka, KS 66612	785-296-3011	
2014	EXC	JOHN TWITTY ENERGY CENTER	CITY UTILITIES OF SPRINGFIELD	SPRINGFIELD, MO	\$4,395,169.00	10%	Ryan Turner	City Utilities 301 E. Central Springfield, MO 65801	417-831-8656	
2013	UTIL	EAST 24" TRANSMISSION MAIN	CITY OF COLUMBIA	COLUMBIA, MO	\$1,663,432.00	75%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132
2013	UTIL	MURR INDUSTRIAL BUILDING - INSTALL CHILLED WATER SERVICE	UNIVERSITY OF MO	COLUMBIA, MO	\$149,686.00	85%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2013	STREET	PRAIRIE LANE CONNECTION	CITY OF COLUMBIA	COLUMBIA, MO	\$347,724.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2013	BR/ST	SOUTH LAWRENCE TRAFFICWAY	KDOT	LAWRENCE, KS	\$129,806,243.00	10%	Nathan Jeffries	1462 US - 40 Hwy Lawrence, KS 66044	785-842-0299	785-296-3720
2013	STREET	31ST STREET LAWRENCE KS	CITY OF LAWRENCE, KS	LAWRENCE, KS	\$3,914,176.00	15%	Nathan Jeffries	1462 US - 40 Hwy Lawrence, KS 66044	785-842-0299	785-296-3720
2013	STREET	SHAWNEE CO RT 24	KDOT	TOPEKA, KS	\$4,199,726.00	0%	Ken Burkey	121 SW 21st Street Topeka, KS 66612	785-296-3881	
2013	BRIDGE	DON TYSON PARKWAY	CITY OF SPRINGDALE, AR	SPRINGDALE, AR	\$10,927,709.00	55%	Doug Sprouse	201 Spring St. Springdale, AR 72764	479-750-8135	479-750-8504
2013	AIRPORT	COFFEYVILLE KS AIRPORT	CITY OF COFFEYVILLE	COFFEYVILLE, KS	\$242,937.00	0%	David George	102 W. Seventh St Coffeyville, KS 67337	620-252-6100	620-252-6175
2013	AIRPORT	INDEPENDENCE AIRPORT TAXIWAY E	CITY OF INDEPENDENCE, KS	INDEPENDENCE, KS	\$520,918.00	0%	Micky Webb	120 N. 6th Street Independence, KS 67301	620-332-2500	620-332-2511
2013	STREET	RILEY CO BLUEMONT AVENUE	KDOT	TOPEKA, KS	\$984,476.00	90%	Robert Ott, P.E.	1101 Poyntz Avenue Manhattan, KS 66502	785-587-2415	785-587-2416
2013	STREET	MANHATTAN CORE DISTRICT IMPROVEMENTS	CITY OF MANHATTAN, KS	MANHATTAN, KS	\$2,995,045.00	90%	Robert Ott, P.E.	1101 Poyntz Avenue Manhattan, KS 66502	785-587-2415	785-587-2416
2013	AIRPORT	NORTH CENTRAL MO REGIONAL AIRPORT	CITY OF BROOKFIELD, MO	BROOKFIELD, MO	\$2,263,138.00	45%	Ted Stockwell	28540 Jetway Rd. Brookfield, MO 64628	660-258-7317	660-258-2151
2013	STREET	BOONE CO RT 740	MODOT	COLUMBIA, MO	\$12,853,323.00	80%	Charles Sullivan	4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769
2013	STREET	PLATTE CO RT 29	MODOT	KANSAS CITY, MO	\$10,450,802.00	65%	Scotty Williams	1900 NW Cookingham Dr Kansas City MO 64155-1260	816-437-3625	
2013	STREET	79TH STREET	CITY OF LENEXA, KS	LENEXA, KS	\$2,860,500.00	100%	Ben Clark	City of Lenexa 12350 West 87th St Lenexa, KS 66215	913-477-7500	913-477-7730
2012	STREET	BOONE CO RT I-70	MODOT	COLUMBIA, MO	\$1,011,236.00	100%	Charles Sullivan	4201 Paris Road Columbia, MO 65202	573-884-4750	573-884-4769
2012	BRIDGE	FULBRIGHT EXPRESSWAY	CITY OF FAYETTEVILLE, AR	FAYETTEVILLE, AR	\$6,303,828.00	85%	Kip Guthrie	Jacobs Engineering 3729 N Crossover Rd Suite 111 Fayetteville, AR 72703	479-587-0632	
2012	AIRPORT	MANHATTAN KS AIRPORT RAMP INFILL	DEPARTMENT OF THE ARMY	FT RILEY, KS	\$1,068,123.00	100%	Jody Keaz	K&F Construction 716 Cherokee St Leavenworth, KS 66048	913-682-3550	913-683-3979
2012	STREET	BROOKVIEW GARDENS DESIGN/BUILD	CITY OF LIBERTY, MO	LIBERTY, MO	\$1,472,090.00	100%	Brian Hess	City of Liberty 101 East Kansas St Liberty, MO 64068	816-439-4400	816-439-4513



**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2012	UTIL	JOHNSON RD WATER & SEWER	CITY OF SPRINGDALE, AR	SPRINGDALE, AR	\$2,169,001.00	100%	Chris Buntin	Garver 2049 E. Joyce Blvd Suite 400 Fayetteville, AR 72703	479-527-9100	479-527-9101
2012	AIRPORT	WAYNESVILLE AIRPORT	CITY OF WAYNESVILLE, MO	FORT LEONARD WOOD, M	\$853,171.00	100%	Ty Sanders	Crawford, Murphy, Tilly One Memorial Drive Suite 500 St. Louis, MO 63102	314-436-5500	314-436-0723
2012	STREET	CONCRETE REHAB	BOONE COUNTY	COLUMBIA, MO	\$441,318.00	100%	John Sullivan, P.E.	Boone County 801 E. Walnut Room 315 Columbia, MO 65201	573-886-4480	
2012	STREET	BUTLER COUNTY PAVING	MODOT-SOUTHEAST	POPLAR BLUFF, MO	\$6,491,481.00	85%	Mark Shelton	2675 North Main St Sikeston, MO 63801	573-472-5333	573-472-5381
2012	AIRPORT	LAMAR AIRPORT	CITY OF LAMAR	LAMAR, MO	\$2,872,771.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2012	AIRPORT	MACON FOWER AIRPORT	CITY OF MACON	MACON, MO	\$2,992,341.00	100%	Joe Moses, P.E.	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-349-6627	
2012	AIRPORT	COLUMBIA REGIONAL AIRPORT TAXIWAY A	CITY OF COLUMBIA	COLUMBIA, MO	\$5,282,826.00	100%	Dave Nichols	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2012	STREET	NEWTON CO RT I-44	MODOD-DISTRICT 7	JOPLIN, MO	\$8,062,913.00	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	
2012	BRIDGE	KTU 17.2 KNOX CO	KTU CONTRACTORS	EDINA, MO	\$406,006.00	100%	Steve Kullman	KTU Constructors 2704 NE Independence Ave. Lees Summit, MO 64064	816-600-3671	
2012	BRIDGE	KTU 17.3 DADE CO	KTU CONTRACTORS	SIMS POINT, MO	\$897,976.00	100%	Paul Roggenbuck	KTU Constructors 2704 NE Independence Ave. Lees Summit, MO 64064	816-600-3671	
2012	STREET	ROLLING HILLS ROAD	BOONE COUNTY RESOURCE MANAGEMEN	COLUMBIA, MO	\$2,383,925.00	100%	Jeff McCann, P.E.	801 E. Walnut Columbia, MO 65201	573-886-4480	573-886-4340
2012	AIRPORT	ELTON HENSLEY MEMORIAL AIRPORT	CITY OF FULTON, MO	FULTON, MO	\$217,575.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2012	STREET	CAMPBELL AVENUE STREETScape	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$380,786.00	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102	
2012	UTIL	MU-UTILITIES TO EAST CAMPUS	UNIVERSITY OF MO	COLUMBIA, MO	\$3,015,739.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-8850	(573) 884-5603
2012	STREET	MU-HOSPITAL DRIVE	UNIVERSITY OF MO	COLUMBIA, MO	\$3,054,930.00	100%	Doug Spellman	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-8850	(573) 884-5603
2012	UTIL	LONE PINE SANITARY SEWER	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$84,295.00	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102	
2011	AIRPORT	NEVADA MUNICIPAL AIRPORT	CITY OF NEVADA, MO	NEVADA, MO	\$996,769.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	AIRPORT	OMAR BRADLEY AIRPORT	CITY OF MOBERLY, MO	MOBERLY, MO	\$990,842.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	AIRPORT	OTTAWA MUNICIPAL AIRPORT	CITY OF OTTAWA, KS	OTTAWA, KS	\$2,089,523.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	AIRPORT	INDEPENDENCE MUNICIPAL AIRPORT	CITY OF INDEPENDENCE, KS	INDEPENDENCE, KS	\$1,067,220.00	100%	Chris Flageolle	LOCHNER 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	STREET	NEWTON CO RT 71	MODOT-DISTRICT 7	JOPLIN, MO	\$378,082.00	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	
2011	STREET	JOHNSON CO ROUTE 13	MODOT-DISTRICT 4	WARRENSBURG, MO	\$10,126,672.00	100%	Brian Iles	1593 W Arrow Dr Marshall, MO 65340	660-886-2115	660-886-7421
2011	STREET	ST FRANCOIS CO RT 67	MODOT-DISTRICT 10	FARMINGTON, MO	\$3,344,748.00	100%	Jason Williams	2675 North Main St Sikeston, MO 63801	573-472-5333	573-472-5381
2011	STREET	COLE CO RT 179	MODOT-DISTRICT 5	JEFFERSON CITY, MO	\$6,825,377.00	100%	Terry Imhoff	1511 Missouri Blvd Jefferson City, MO 65102	573-526-8099	573-522-8267
2011	BRIDGE	BARTON/JASPER CO ROUTE 71	MODOT-DISTRICT 7	LAMAR, MO	\$4,815,929.00	100%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	



**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2011	BRIDGE	MONROE CO VARIOUS ROUTES	MODOT-DISTRICT 3	PARIS, MO	\$1,682,638.00	100%	Martin Lincoln Jr.	1303Christy Dr Mexico, MO 65265	573-581-8320	573-581-7183
2011	BRIDGE	MACON CO KTU BRIDGE 7.6	KTU CONTRACTORS	ELMER, MO	\$1,247,780.00	100%	Steve Kullman	3514 I-70 Dr SE Suite 102 Columbia, MO 65201	573-777-3500	
2011	STREET	BOONE CO 2011 CONCRETE REHAB	COUNTY OF BOONE	COLUMBIA, MO	\$365,461.00	100%	Keith Austin	801 E. Walnut Columbia, MO 65201	573-886-4490	
2011	STREET	SE BAILEY ROAD	CITY OF LEES SUMMIT, MO	LEES SUMMIT, MO	\$844,495.00	100%	Robbey Hudson	220 SE Green Street Lee's Summit, MO 64063	816-969-1833	
2011	STREET	CLAFLIN/BEECHWOOD IMPROVEMENTS	CITY OF MANHATTAN, KS	MANHATTAN, KS	\$475,022.00	100%	Peter Clark, P.E.	1101 Peyntz Avenue Manhattan, KS 66502	785-587-2415	
2011	AIRPORT	JOHNSON CO EXECUTIVE AIRPORT	COUNTY OF JOHNSON, KS	OLATHE, KS	\$243,000.00	100%	Joe Moses, P.E.	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-349-6627	
2011	STREET	BOONE CO RT B	MODOT-DISTRICT 5	COLUMBIA, MO	\$254,075.00	100%	Susan Ball	4201 Parls Rd Columbia, MO 65202	573-884-4751	
2011	STREET	WORLEY STREET SIDEWALK	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$134,729.00	100%	Dave Nichols	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2011	STREET	CAPE GIRARDEAU CO RT AB	MODOT-DISTRICT 10	CAPE GIRARDEAU, MO	\$2,551,804.00	100%	Mark Shelton	2675 North Main Street, Silkeston, MO 63801	573-472-5333	573-472-5351
2011	STREET	CLARK LANE RECONSTRUCTION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$4,908,630.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2011	STREET	FARM ROAD 178	GREENE COUNTY HIGHWAY DEPT	SPRINGFIELD, MO	\$2,312,581.00	100%	Dan Smith	2065 North Clifton, Springfield, MO 65803	417-831-3591	
2011	UTIL	BELLA VISTA WATER MAIN	BELLA VISTA VILLAGE POA	BELLA VISTA, AR	\$452,296.00	100%	David Todd-CEI Engineering	3108 SW Regency Parkway Suite 2, Bentonville, AR 72712	479-273-9472	
2011	STREET	3RD STREET OPENINGS	CITY OF MANHATTAN, KS	MANHATTAN, KS	\$2,143,101.00	100%	Kurt Rotoring, IE	Alfred Benesch & Company 3226 Kimball Ave. Manhattan, KS 66503	785-539-2202	
2010	BRIDGE	BARTON CO RT 71	MODOT-DISTRICT 7	LAMAR, MO	\$1,747,817.00	100%	Becky Baltz	3901 East 32nd Street, Joplin, MO 64804	417-621-6500	417-629-3393
2010	UTIL	OLD MILL CREEK WATER LINE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$405,007.00	100%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132
2010	AIRPORT	JESSE VIERTEL MEMORIAL AIRPORT CONSTRUCT T- HANGAR TAXILANES	CITY OF BOONVILLE, MO	BOONVILLE, MO	\$421,524.00	100%	Chris Flageolle Lochner-BWR	903 East 104th St, Suite 900, Kansas City, MO 64131-3451	816-363-2696	816-363-0027
2010	STREET	STADIUM BLVD CROSSROADS ENTRANCE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$225,625.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	STREET	3RD STREET IMPROVEMENTS	CITY OF MANHATTAN, KS	MANHATTAN, KS	\$1,084,669.00	100%	Matt Breland-Killian Construction	2664 E Carney, Springfield, MO 65803	417-883-1204	417-887-7338
2010	STREET	NORTH BRIGHTON AVENUE	CITY OF KANSAS CITY, MO	KANSAS CITY, MO	\$1,320,000.00	100%	Jeff Martin	414 East 12th Street, Kansas City, MO 64106	816-513-8722	816-513-2615
2010	STREET	FRONT STREET ROADWAY IMPROVEMENTS	KANSAS CITY, MO	KANSAS CITY, MO	\$2,848,375.95	100%	Mark Montgomery	414 East 12th Street, Kansas City, MO 64106	816-513-2613	816-513-2615
2010	HWY	LACLEDE/PULASKI I-44 J812167	MODOT - DISTRICT 8	JEROME, MO	\$11,097,159.00	100%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2567	
2010	UTIL	GANS CREEK PUMP STATION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$361,508.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	STREET	SHELBY ROAD	CITY OF POPLAR BLUFF, MO	POPLAR BLUFF, MO	\$1,745,219.00	100%	Frank Carrol	Cripple Creek TOD 4800 West Blvd Poplar Bluff, MO 63901	573-686-0806	
2010	STREET	CONCRETE STREET REPLACEMENT PROGRAM	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$1,219,483.00	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102	
2010	STREET	MEXICO GRAVEL RD	CITY OF COLUMIA, MO	COLUMBIA, MO	\$2,495,943.80	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132



EMERY SAPP & SONS, INC.

**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2010	HWY	CAMDEN CO RT 54	MODOT - DISTRICT 5	Osage Beach- MO	\$16,758,269.91	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2010	SITE DEV	PROJECT TIGER	CITY OF COLUMBIA, MO / State of MO	COLUMBIA, MO	\$729,428.50	100%	John States	Little Dixie Construction xx Lemone Industrial Columbia, MO 65201	573.449.7200	573.449.7300
2010	SITE DEV	UMC SOUTHEAST GATEWAY UTIL. PHASE #3B	UNIV. OF MISSOURI - COLUMBIA	COLUMBIA, MO	\$668,000.00	100%	Tom McFarland	130 General Services Bldg Columbia, MO 65211	573.489.8621	573.882.1175
2010	UTIL	RED CAMPUS 24" & 6" CHILLED WATER LINES	UNIV. OF MISSOURI - COLUMBIA	COLUMBIA, MO	\$2,075,000.00	100%	Joe Pille	130 General Services Bldg Columbia, MO 65211	573.289.7197	573.882.1175
2010	SITE DEV	AIT BARRACKS COMPLEX	U.S. Army Corps of Engineers - KC District	Fot Leonard Wood, MO	\$5,829,234.97	100%	Jeremy Lambden	M.W. Builders 1701 n. General Bruce Drive Temple, TX 76504	254-778-4241	254-778-5151
2010	Hwy	JACKSON CO. RTE 50	MODOT - DISTRICT 4	LONE JACK, MO	\$5,149,136.98	100%	Richard Orr	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-622-0460	816-622-0461
2010	Hwy	COLE CO. RTE 179	MODOT - DISTRICT 5	JEFFERSON CITY, MO	\$6,795,644.83	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2010	Hwy	WARREN CO RT B	MODOT - DISTRICT 3	Near WARRENTON, MO	\$514,588.43	100%	Christopher Knapp	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2586	573-248-2823
2009	STREET	MORELAND SCHOOL ROAD	CITY OF BLUE SPRINGS, MO	BLUE SPRINGS, MO	\$1,083,078.85	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2009	UTIL	UMC SOUTHEAST GATEWAY UTIL. PHASE #3A	UNIV. OF MISSOURI - COLUMBIA	COLUMBIA, MO	\$566,632.00	100%	Rob Young	130 General Services Bldg Columbia, MO 65211	573.489.8621	573.882.1175
2009	UTIL	COLUMBIA LANDFILL BIOREACTOR	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$217,453.00	100%	MIKE SYMMONDS	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2009	STREET/ SEWER	REED STREET COMBINED SEWER	CITY OF MOBERLY, MO	MOBERLY, MO	\$1,270,855.55	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2009	AIRPORT	HUGH ROBINSON MEMORIAL AIRPORT TAXILANE CONSTRUCTION	CITY OF NEOSHO, MO	NEOSHO, MO	\$771,745.40	100%	Joe Moses	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2009	Hwy	PETTIS CO RT Y	MODOT - DISTRICT 5	SEDALIA	\$351,814.35	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2009	Hwy	MILLER CO RT 64	MODOT - DISTRICT 5	OSAGE BEACH, MO	\$5,226,719.50	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2009	Hwy	JACKSON CO RT 150	MODOT - DISTRICT 4	LEE'S SUMMIT, MO	\$14,101,938.23	100%	Jeffrey Hardy	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-622-6570	816-622-6323
2009	Hwy	CAMDEN/LACLEDE CO RT 5	MODOT - DISTRICT 5	CAMDENTON - LEBANON, MO	\$16,150,581.52	100%	Donnie Krenning	RT2 BOX 870 BUFFALO, MO 65648	417-345-2192	
2009	Hwy	COLT RAILROAD BRIDGE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$3,752,457.48	100%	Christian Johannmeier	COLT RAILROAD COLUMBIA, MO	573-874-6373	
2009	AIRPORT	ELDON MODEL AIRPARK - RUNWAY EXTENSION PROJECT	CITY OF ELDON, MO	ELDON, MO	\$3,181,603.38	100%	Debbie Guthrie	City Hall 101 S. Oak St. Eldon, MO 65026	573-392-2291 Ext. 7	
2009	Hwy	GREENE CO RT 65	MODOT - DISTRICT 8	SPRINGFIELD, MO	\$26,943,391.77	100%	Gayle Davis	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637
2009	Hwy	GREENE CO RT 60	MODOT - DISTRICT 8	SPRINGFIELD, MO	\$7,572,935.34	100%	Gayle Davis	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637
2009	STREET	SCOTT BLVD IMPROVEMENTS	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$11,131,564.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009	STREET/ BRIDGES	MAGUIRE BLVD EXT.	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$7,294,025.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009	AIRPORT	COFFEY COUNTY AIRPORT	COFFEY COUNTY AIRPORT AUTHORITY	COFFEY, KS	\$813,784.80	100%	Joe Moses	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2009	STREET/ SEWER	VANDIVER DRIVE EXT / UPPER HINKSON OUTFA	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$7,148,577.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132



**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2009	Hwy	CLAY COUNTY RT 169	MODOT - DISTRICT 4	RIVERSIDE, MO	\$603,680.00	100%	Mark Fisher	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2009	Hwy	BOONE CO RT 63/AC WEST PLAINS MUNICIPAL AIRPORT - PARALLEL TAXIWAY EXTENSION & TAXILANE REHAB	MODOT - DISTRICT 5	COLUMBIA, MO	\$116,241.00	100%	Charles Sullivan	COLUMBIA, MO 65203	573-884-4770	
2009	AIRPORT	MARSHALL MEMORIAL AIRPORT RECONSTRUCT APRONS	CITY OF WEST PLAINS, MO	WEST PLAINS, MO	\$1,193,503.00	100%	Royce Fugate	1910 Holiday Lane West Plains, MO 65775	417-256-7176	
2009	AIRPORT	MAX B. SWISHER - SKYHAVEN AIRPORT	UNIV. OF CENTRAL MO. (UCM)	WARRENSBURG, MO	\$1,939,527.00	100%	Chris Flageolle	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565
2009	AIRPORT	JACKSON CO RT I-470	MODOT	LEES SUMMIT, MO	\$15,907,291.00	100%	Shelle Daniel	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008	HWY	JACKSON CO RT I-470	MODOT	LEES SUMMIT, MO	\$15,907,291.00	100%	Shelle Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008	HWY	GREENE CO RT H	MODOT	SPRINGFIELD, MO	\$8,325,768.00	100%	Johnny Teegardin, RE	MODOT 2549 N. Mayfair, Springfield, MO 65803	417-895-6720	417-895-6734
2008	HWY	STODDARD CO RT 60	MODOT	FISS, MO	\$3,069,148.00	100%	Steve Bubanovitch, RE	MODOT 2910 Barron Rd, Poplar Bluff, MO 63901	573-840-5781	573-840-9782
2008	STREET	LEE'S SUMMIT CURB REPAIR	CITY OF LEES SUMMIT, MO	LEES SUMMIT, MO	\$726,256.00	100%	DAVID WAHL	220 SE GREEN STREET LEE'S SUMMIT, MO 64063	816-969-1800	816-969-1809
2008	HWY	JACKSON CO RT 78	MODOT	INDEPENDENCE, MO	\$87,739.00	100%	Shelle Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008	STREET/ BRIDGE	PROVIDENCE RD EXT. & BRIDGE OVER BEAR CR	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$4,275,732.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2008	PAVING	FALL CREEK	CITY OF BRANSON, MO	BRANSON, MO	\$4,952,852.00	100%	Cheryl Ford	City of Branson 110 Maddux Street, Branson, MO 65616	417-337-8559	
2008	AIRPORT	ALLEN COUNTY AIRPORT	CITY OF IOLA, KS	IOLA, KS	\$415,088.00	100%	Glen Davidson	1 N Washington, Iola KS 65737	417-624-5703	417-624-7558
2008	AIRPORT	COLUMBIA REGIONAL AIRPORT	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$1,835,506.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008	AIRPORT	FORT SCOTT AIRPORT	CITY OF FORT SCOTT, KS	FORT SCOTT, KS	\$366,024.00	100%	Kenny Howard	1 E 3rd Street, Fort Scott, KS 66701	620-223-0550	620-223-8100
2008	AIRPORT	INDEPENDENCE KS AIRPORT #2	CITY OF INDEPENDENCE, KS	INDEPENDENCE, KS	\$1,208,340.00	100%	PAUL SASSE	120 NORTH 6TH, INDEPENDENCE, KS 67301	620-332-2506	
2008	AIRPORT	LEE'S SUMMIT AIRPORT	CITY OF LEES SUMMIT, MO	LEES SUMMIT, MO	\$6,582,593.00	100%	Ty Sander	CMT - 1 S Memorial Dr, Ste 500 St. Louis, MO 63102	314-436-5500	314-436-0723
2008	AIRPORT	OMAR BRADLEY AIRPORT	CITY OF MOBERLY, MO	MOBERLY, MO	\$2,460,307.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008	GRADING	DISCOVERY RIDGE/GREEN WAY GRADING	UNIVERSITY OF MO	COLUMBIA, MO	\$629,564.48	100%	Bob Young	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-884-0099	(573) 884-5603
2008	HWY	CAMDEN CO RT 5 SLIDE REPAIR	MODOT	CAMDENTON, MO	\$512,727.00	100%	Mike Ormaly	MODOT 93 Morgan Street, Camdenton, MO 65020	573-346-3053	573-346-4980
2008	HWY	CLAY COUNTY RT 92	MODOT	SMITHVILLE, MO	\$903,668.00	100%	Gregory Stervintou	MODOT Nashua Office 1900 NW Cookingham Drive, KC MO 64155	816-437-3625	816-437-3629
2008	HWY	JACKSON CO I-70	MODOT	BLUE SPRINGS, MO	\$383,075.00	100%	Shelle Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008	HWY	JACKSON CO RT V	MODOT	INDEPENDENCE, MO	\$321,294.00	100%	Tom Markway	MODOT 9400 E 43rd Street, KC MO 64133	816-358-1861	816-358-2163
2008	HWY	PUTNAM/SCHULER CO RT 136	MODOT	LIVONIA, MO	\$1,598,532.00	100%	James Gillespie, RE	MODOT 1303 Mitchell Ave, Chillicothe, MO 64601	660-646-3218	660-646-6137
2008	HWY	WEBSTER CO I-44 WELCOME CENTER	MODOT	LEBANON, MO	\$10,970,702.00	100%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2567	



**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2008	PAVING	LEES SUMMIT RECYCLE	CITY OF LEES SUMMIT, MO	LEES SUMMIT, MO	\$199,363.00	100%	DAVID WAHL	220 SE GREEN STREET LEE'S SUMMIT, MO 64063	816-969-1800	816-969-1809
2008	PAVING	MID-AMERICA STREET	CITY OF BOONVILLE, MO	BOONVILLE, MO	\$542,453.00	100%	ML Cauthon	City of Boonville	860-882-5257	
2008	PAVING	UNION AVE	CITY OF MOBERLY, MO	MOBERLY, MO	\$100,853.00	100%	Dick Leach	PSBA - 100 S 54th Street, Quincy, IL 62306	217-223-4605	217-223-1546
2008	PAVING	VIRGINIA AVENUE EXTENSION	UNIVERSITY OF MO	COLUMBIA, MO	\$1,691,458.00	100%	Matt Thomas	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2008	SITE DEV	CALLAWAY ENERGY CENTRE PHASE II	CALLAWAY ELEC. COOP.	FULTON, MO	\$1,526,315.00	100%	TIM VAUGHAN - PARIC Corp. (GC /Project Manager)	1001 Boardwalk Springs Pl, Suite 220 O'Fallon, MO 63368	636-561-9770	
2008	STORM/SEWER	CLAREMORE SANITARY REHAB	CITY OF CLAREMORE, OK	CLAREMORE, OK	\$82,308.00	100%	Bob Wages	Incog 210 W 5th Street, Ste 600, Tulsa, OK 74103	918-584-7526	
2008	STORM/SEWER	EPPERSON STREET	CITY OF MOBERLY, MO	MOBERLY, MO	\$702,142.00	100%	Shawn Carrico	Jacobs Civil, Inc. 501 N Broadway, St. Louis, MO 63102	314-335-4000	
2008	STORM/SEWER	RUTLEDGE STORM WATER	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$311,726.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2007	HWY	MADISON CO. - RTE 67	MODOT - DISTRICT 10	FARMINGTON, MO	\$37,597,624.33	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2007	HWY	DALLAS/ GREENE CO RTE 65	MODOT DISTRICT 8	SPRINGFIELD, MO	\$19,716,630.94	100%	KIRK JURANAS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2007	AIRPORT	INDEPENDENCE MUNICIPAL AIRPORT - RECONSTRUCT TAXIWAY A & CONNECTORS	CITY OF INDEPENDENCE, KS	INDEPENDENCE, KS	\$1,257,941.50	100%	PAUL SASSE	120 NORTH 6TH, INDEPENDENCE, KS 67301	620-332-2506	
2007	AIRPORT	JEFFERSON CITY MEM. AIRPORT TAXIWAY A, CONNECTORS & APRON REHAB	CITY OF JEFFERSON CITY, MO	JEFFERSON CITY, MO	\$2,035,827.20	100%	RON CRAFT	320 E. MCCARTY ST JEFFERSON, CITY, MO 65102	573-634-6469	573-634-6269
2007	AIRPORT	MARSHALL MEMORIAL AIRPORT RECONSTRUCT RUNWAY 18-36, NEW TAXIWAY F, & CONNECTORS	CITY OF MARSHALL, MO	MARSHALL, MO	\$1,941,025.45	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-880-2220	660-886-9565
2007	AIRPORT	NEVADA MUNICIPAL AIRPORT RUNWAY 2-20 REHAB & CONNECTORS	CITY OF NEVADA, MO	NEVADA, MO	\$1,909,115.55	100%	MARK MITCHELL	120 S. ASH ST. NEVADA, MO 64772	417-448-2700	
2007	HWY	BOONE CO. - RTE 63/ GANS RD INTERCHANGE	MODOT - DISTRICT 5	COLUMBIA, MO	\$8,572,275.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2007	HWY	GREENE CO RTE 65	MODOT DISTRICT 8	SPRINGFIELD, MO	\$16,696,406.00	100%	KIRK JURANAS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2007	HWY	MACON CO RTE 63	MODOT - DISTRICT 2	MACON, MO	\$5,131,898.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2007	HWY	MONTANA RD @ SAND CREEK RD FRANKLIN CO. KS	KDOT	OTTAWA, KS	\$439,810.00	100%	BRIAN SCHAFER	507 NORTH MAPLE GARNETT, KS 66032	785-448-5446	785-448-2486
2007	SITE DEV	BLAIR OAKS SCHOOL -	BLAIR OAKS R2 SCHOOL DISTRICT	WARDSVILLE, MO	\$176,042.55	100%				
2007	SITE DEV	BOONVILLE SCHOOL -		BOONVILLE, MO	\$188,211.80	100%	TRAVIS ROSS	113 EAST THIRD SEDALIA, MO	660-827-5955	660-826-8058
2007	SITE DEV	CENTRAL MO UNIVERISTY SOFTBALL FIELD	CENTRAL MO UNIVERSITY	FAYETTE, MO	\$179,617.00	100%	RG KIRBY	411 CENTRAL MISSOURI SQUARE FAYETTE, MO 65248	660-248-6203	660-248-3469
2007	SITE DEV	CENTRAL MO UNIVERSTY TRACK & FIELD REHA	CENTRAL MO UNIVERSITY	FAYETTE, MO	\$850,455.00	100%	RG KIRBY	411 CENTRAL MISSOURI SQUARE FAYETTE, MO 65248	660-248-6203	660-248-3469
2007	SITE DEV	CROSSCREEK CENTER - TOD	CROSSCREEK TRANSP. DEV. DIST.	COLUMBIA, MO	\$3,522,630.30	100%	SCOTT BITTERMAN	1901 PENNSYLVANIA DR. COLUMBIA, MO 65201	573-814-1568	573-814-1128
2007	STREET	LIGGETT ROAD	JACKSON CO., MO	INDEPENDENCE, MO	\$2,431,677.00	100%	RODGER SEIDELMAN		816-847-7055	816-847-7051
2007	BRIDGE/ WATER	CHAPEL HILL ROAD EXTENSION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$3,043,426.00	100%	MIKE SYMMONDS	P O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132



**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2007	STREET/ WATER	SILVA LANE UPGRADE	CITY OF MOBERLY, MO	MOBERLY, MO	\$423,943.00	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2007	WATER	HILLSDALE PUMP STATION & WATER MAIN	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$2,295,645.17	100%	DAVE STORVICK	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2007	WATER	HWY 763 WATER LINE RELOCATIONS	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$1,352,221.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2007	WATER	OAKLAND GRAVEL & HOLLY AVE.	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$442,806.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2006	AIRPORT	JESSE VEIRTEL MEM. AIRPORT -APRON	CITY OF BOONVILLE, MO	BOONVILLE, MO	\$129,277.00	100%	DAVE BRADLEY	CITY HALL, 525 E. SPRING ST. BOONVILLE, MO 65233	660-882-7441	660-882-7442
2006	AIRPORT	NORTH CENTRAL MO REGIONAL AIRPORT - TAXIWAY CONSTRUCTION	CITY OF BROOKFIELD, MO	BROOKFIELD, MO	\$828,100.05	100%	TED STOCKWELL	28540 JETWAY RD. BROOKFIELD, MO 64628	660-258-7317	660-258-2151
2006	AIRPORT	OTTAWA MUNICIPAL AIRPORT	CITY OF OTTAWA, KS	OTTAWA, KS	\$640,054.75	100%	ANDY HANEY	CITY HALL, 101 S. HICKORY OTTAWA, KS 66067	785-229-3630	785-229-3639
2006	EXCAV/ SEWER	EASTOWNE BUSINESS PARK - PHASE 1	ST. JOSEPH BUSINESS PARK CORP / CITY OF ST. JOSEPH, MO	ST. JOSEPH, MO	\$2,971,100.00	100%	BRAD LAU	3003 FREDERICK AVE. ST. JOSEPH, MO 64506	800-748-7856	816-364-4873
2006	HWY	ADAMS DAIRY PARKWAY	CITY OF BLUE SPRINGS, MO	BLUE SPRINGS, MO	\$1,571,041.36	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2006	HWY	BUSINESS 36 IMPROVEMENTS	CITY OF CHILLICOTHE, MO	CHILLICOTHE, MO	\$691,987.00	100%	HUGH MUSSELMAN	715 WASHINGTON CHILLICOTHE, MO 64601	660-646-3811	660-646-6811
2006	HWY	BUSINESS 54 IMPROVEMENTS	CITY OF FULTON, MO	FULTON, MO	\$1,244,224.65	100%	GREG HAYES	4TH & MARKET ST FULTON, MO 65251	573-592-3161	573-592-3169
2006	HWY	FRANKLIN CO RTE I-44	MODOT - DISTRICT 6	ST. CLAIR, MO	\$2,605,683.85	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2006	HWY	GREEN CO RTE 65	MODOT - DISTRICT 8	SPRINGFIELD, MO	\$25,327,653.00	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2006	HWY	GRUNDY CO RTE. 6	MODOT - DISTRICT 2	TRENTON, MO	\$1,940,337.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2006	HWY	LAFAYETTE CO RTE I-70 SOR	MODOT - DISTRICT 4	OAK GROVE, MO	\$887,100.00	100%	BETH WRIGHT	800 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2006	HWY	LIBERTY LANE IMPROVEMENTS	CITY OF ASHLAND, MO	ASHLAND, MO	\$565,325.00	100%	KEN EFTINK	107 E. BROADWAY ASHLAND, MO 65010	573-657-2091	573-657-7018
2006	HWY	LIVINGSTON CO RTE 65	MODOT - DISTRICT 2	CHILLICOTHE, MO	\$2,856,199.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2006	HWY	MILLER COUNTY RTE. 17	MODOT - DISTRICT 5	IBERIA, MO	\$3,705,045.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2006	HWY	MISSION PARKWAY	CITY OF LEAWOOD, KS	LEAWOOD, KS	\$459,732.00	100%	SHAWN JOHNSON	4800 TOWN CENTER DR. LEAWOOD, KS 66211	913-339-6700	913-339-6700
2006	HWY	ROUTE PP SAFETY PROJECT	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$149,430.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006	HWY	RTE. 7 - BLUE SPRINGS	CITY OF BLUE SPRINGS, MO/ MODOT	BLUE SPRINGS, MO	\$6,198,312.00	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2006	HWY	ST. FRANCOIS COUNTY, RTE. 67	MODOT - DISTRICT 10	FARMINGTON, MO	\$1,898,761.00	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2006	SEWER	KING CITY SEWER	CITY OF KING CITY, MO	KING CITY, MO	\$1,392,973.00	100%	ALBERT MUFF	119 N. OHIO ST KING CITY, MO 64463	660-483-0354	660-535-6121
2006	SITE DEV	HICKMAN HIGH SCHOOL FOOTBALL FIELD	COLUMBIA PUBLIC SCHOOL DISTRICT	COLUMBIA, MO	\$198,597.50	100%	CHESTER EDWARDS	1818 WEST WORLEY STREET COLUMBIA, MO 65203	573-214-3760	573-214-3401
2006	SITE DEV	ROCKBRIDGE HIGH SCHOOL FOOTBALL FIELD	COLUMBIA PUBLIC SCHOOL DISTRICT	COLUMBIA, MO	\$143,700.00	100%	CHESTER EDWARDS	1818 WEST WORLEY STREET COLUMBIA, MO 65203	573-214-3760	573-214-3401



**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2006	STREET/ STORM	HAMBLÉN ROAD	CITY OF LEES SUMMIT, MO	LEES SUMMIT, MO	\$1,352,073.00	100%	DAVID WAHL	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2006	STREET/ STORM	HILTON ROAD	REORG. SCHOOL DIST. #7 OF JACKSON COUNTY	LEES SUMMIT, MO	\$1,146,603.00	100%	KYLE GORRELL	502 SE TRANSPORT DR. LEE'S SUMMIT, MO 64081	816-986-2425	816-986-2435
2006	STREET/ STORM/ WATER	HOPE PLACE - STREET RECONSTRUCTION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$253,612.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006	STREET/ STORM/ WATER	SOUTHAMPTON DRIVE - STREET EXTENSION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$1,765,670.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006	WATER	36" WATER MAIN EXTENSION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$6,940,952.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2005	HWY	CARTER CO RTE. 60	MODOT - DISTRICT 9	VAN BUREN, MO	\$16,107,266.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2005	HWY	CLINTON COUNTY, Rte. H	MODOT - DISTRICT 1	PLATTSBURG, MO	\$1,295,606.60	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2005	HWY	DAVISS COUNTY, RTE. B	MODOT - DISTRICT 1	COFFEY, MO	\$1,288,671.80	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2005	HWY	EAST BROADWAY	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$4,789,783.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005	HWY	LACLEDE COUNTY	MODOT - DISTRICT 8	LEBANON, MO	\$834,499.60	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2005	HWY	PLATTE CO 152 HALF-DIAMOND TDD	MODOT - DISTRICT 4	KANSAS CITY, MO	\$1,531,109.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2005	HWY	PLATTE CO RTE DD	MODOT - DISTRICT 4	NORTH KANSAS CITY, MO	\$436,415.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2005	STORM/ SEWER	BRISTOL LAKE C-3 TRUNK SEWER	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$145,075.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005	STORM/ SEWER	CONCORD OFFICE BUILDING PUMPSTATION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$36,570.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005	STORM/ SEWER	GRINDSTONE H--17 OUTFALL SEWER	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$1,175,325.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005	STORM/ SEWER	MERIDETH BRANCH DRAINAGE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$93,636.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2004	AIRPORT	CAPE GIRARDEAU AIRPORT	CITY OF CAPE GIRARDEAU, MO	CAPE GIRARDEAU, MO	\$3,047,655.00	100%	BRUCE LOY	P.O. BOX 617, AIRPORT RD CAPE GIRARDEAU, MO 63702	573-334-6230	573-334-6230
2004	AIRPORT	LAWRENCE AIRPORT	CITY OF LAWRENCE, KS	LAWRENCE, KS	\$988,265.00	100%	STEVE BENNETT	6 E. 6TH ST. LAWRENCE, KS 66044	785-832-3123	785-832-3398
2004	AIRPORT	MEXICO MEMORIAL AIRPORT	CITY OF MEXICO, MO	MEXICO, MO	\$1,319,069.00	100%	TANNA PARISH	300 N. COAL MEXICO, MO 65265	573-581-2100	573-581-2236
2004	AIRPORT	SEDALIA MEMORIAL AIRPORT RUNWAY & TAXIWAY EXTENSION	CITY OF SEDALIA, MO	SEDALIA, MO	\$975,338.00	100%	CHRIS COX	1900 E. BOONVILLE RD. SEDALIA, MO 65301	660-826-4128	660-826-4333
2004	AIRPORT	WASHINGTON COUNTY AIRPORT	WASHINGTON COUNTY, KS	WASHINGTON CO., KS	\$841,488.00	100%	SHARON PIERCE	P.O. BOX 277 WASHINGTON, KS 66968	785-325-2974	785-325-2303
2004	HWY	BOONE COUNTY I-70 & HWY 63 INTERCHANGE IMPROVEMENTS	MODOT - DISTRICT 5	COLUMBIA, MO	\$10,630,889.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2004	HWY	CRAWFORD COUNTY, Rte. I-44	MODOT - DISTRICT 9	CUBA, MO	\$11,266,514.59	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2004	HWY	FRANKLIN CO. RTE 185	MODOT - DISTRICT 6	SULLIVAN, MO	\$1,673,653.00	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2004	HWY	GENTRY COUNTY, RTE U	MODOT - DISTRICT 1	GENTRY, MO	\$409,694.00	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2004	HWY	GRUNDY COUNTY	MODOT - DISTRICT 2		\$1,353,755.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2004	HWY	MCDONALD COUNTY RTE. 71	MODOT - DISTRICT 7	PINEVILLE, MO	\$1,084,573.00	100%	BECKY BALTZ	3901 EAST 32ND ST JOPLIN, MO 64802	417-629-3300	417-629-3140



**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2004	HWY	MILLER COUNTY RTE. 52	MODOT - DISTRICT 5	TUSCUMBIA, MO	\$3,188,608.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2004	HWY	PIKE COUNTY	MODOT - DISTRICT 3		\$1,400,325.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2004	HWY	PLATTE COUNTY, BRO	PLATTE COUNTY, MISSOURI	PLATTE CITY, MO	\$2,388,954.88	100%	GREG SAGER	15955 HIGHWAY 273 PLATTE CITY, MO 64079	816-858-2223	816-858-3471
2004	HWY	PLATTE COUNTY, RTE. 152	MODOT - DISTRICT 4	WEATHERBY LAKE, MO	\$3,574,139.39	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2004	HWY	RAY COUNTY	MODOT - DISTRICT 4	LEXINGTON, MO	\$7,063,709.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2004	HWY	WORTH COUNTY, BRO	MODOT - DISTRICT 1	GRANT CITY, MO	\$568,518.00	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2004	STREET	INDEPENDENCE AVENUE	CITY OF LEE'S SUMMIT, MO	LEE'S SUMMIT, MO	\$1,265,823.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2004	STREET/ BRIDGE	GARTH AVE. ROADWAY & BRIDGE IMPROVEMENTS	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$1,601,943.00	100%	MIKE SYMMONDS	P. O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2004	WATER	SCOTT BOULEVARD WATER	CPWSD #1	COLUMBIA, MO	\$447,757.50	100%	GARY WOODY	1500 N. 7TH ST. COLUMBIA, MO 65201	573-449-8723	573-499-0578
2003	AIRPORT	SPRINGFIELD-BRANSON REGIONAL AIRPORT- TAXIWAY D	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$2,720,776.79	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2003	AIRPORT	SPRINGFIELD-BRANSON REGIONAL AIRPORT- TAXIWAY U	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$2,783,405.50	100%	GARY CYR	5000 W. KEARNEY ST SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2003	HWY	BATES CO. RTE J	MODOT - DISTRICT 7	AMSTERDAM, MO	\$1,085,523.00	100%	BECKY BALTZ	3901 EAST 32ND ST JOPLIN, MO 64802	417-629-3300	417-629-3140
2003	HWY	COLE CO. RTE 179	MODOT - DISTRICT 5	JEFFERSON CITY, MO	\$16,803,066.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2003	HWY	LAFAYETTE CO. RTE 13 PAVING	MODOT - DISTRICT 4	LEXINGTON, MO	\$4,584,323.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2003	HWY	MACON COUNTY	MODOT - DISTRICT 2	ATLANTA, MO	\$898,873.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2003	HWY	MILLER CO. RTE 54	MODOT - DISTRICT 5	OSAGE BEACH, MO	\$2,328,939.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2003	HWY	PULASKI CO.	MODOT - DISTRICT 9		\$5,107,099.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2003	HWY	ST. CHARLES RD/ I-70 RAMP IMPROVEMENTS	LAKE OF THE WOODS SOUTH TDD	COLUMBIA, MO	\$2,183,680.20	100%	MIKE SYMMONDS	P. O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003	HWY	ST. FRANCOIS COUNTY, RTE. 67	MODOT - DISTRICT 10	FARMINGTON, MO	\$3,649,468.00	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2003	STREET/ STORM	FORUM BLVD. EXTENSION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$910,639.00	100%	MIKE SYMMONDS	P. O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003	STREET/ STORM	ROLLINS RD	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$795,773.00	100%	MIKE SYMMONDS	P. O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003	STREET/ WATER/ SEWER	TUDOR/SCRUGGS ROAD IMPROVEMENTS	CITY OF LEE'S SUMMIT, MO	LEE'S SUMMIT, MO	\$8,301,340.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2003	WATER/ SEWER	WATER & WASTE WATER EXTENSION TO HWY 24 W/ PUMP STATION	CITY OF MOBERLY, MO	MOBERLY, MO	\$1,096,165.52	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2002	AIRPORT	COLUMBIA REGIONAL AIRPORT - APRON EXTENSION & CONNECTING TAXIWAY	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$662,740.00	100%	MIKE SYMMONDS	P. O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2002	AIRPORT	HANNIBAL MUNICIPAL AIRPORT	CITY OF HANNIBAL, MO	HANNIBAL, MO	\$3,928,783.00	100%	JIM BURNS	320 BROADWAY HANNIBAL, MO 63401	573-221-0111	573-221-8191
2002	AIRPORT	MONETT MUNICIPAL AIRPORT	CITY OF MONETT, MO	MONETT, MO	\$1,158,057.00	100%	HOWARD FRAZIER	217 FIFTH ST. MONETT, MO 65708	417-476-5112	417-476-5101
2002	AIRPORT	SPRINGFIELD-BRANSON REGIONAL AIRPORT- RECONST. EXIST. RUNWAY 2-20 & TAXIWAYS	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$10,956,333.51	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2002	HWY	39TH STREET (PAVING ONLY)	MODOT - DISTRICT 4	INDEPENDENCE, MO	\$471,367.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2002	HWY	AUDRAIN CO.	MODOT - DISTRICT 3	MEXICO, MO	\$1,207,943.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623



EMERY SAPP & SONS, INC.

**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2002	HWY	CHARITON CO.	MODOT - DISTRICT 2	KEYTESVILLE, MO	\$410,603.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2002	HWY	CLARK CO. BRIDGE	MODOT - DISTRICT 3	KAHOKA, MO	\$6,146,077.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002	HWY	CRAWFORD CO. BRO	MODOT - DISTRICT 9	SULLIVAN, MO	\$1,088,549.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2002	HWY	DENT CO.	MODOT - DISTRICT 9	SALEM, MO	\$1,222,385.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2002	HWY	LACLEDE CO. ROUTE 144	MODOT - DISTRICT 8	LEBANON, MO	\$4,115,784.00	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2002	HWY	LEWIS CO.	MODOT - DISTRICT 3	CANTON, MO	\$8,364,318.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002	HWY	LINN CO.	MODOT - DISTRICT 2	LINNEUS, MO	\$417,914.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2002	HWY	MONITEAU CO.	MODOT - DISTRICT 5	JAMESTOWN, MO	\$660,800.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2002	HWY	PLATTE CO.	MODOT - DISTRICT 4	PLATTE CITY, MO	\$938,359.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2002	HWY	PROVIDENCE ROAD PED. BRIDGE OVER I-70	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$453,171.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2002	STREET	COMMERCE DR. PHASE 2 STREET EXTENSION	CITY OF MARSHALL, MO	MARSHALL, MO	\$211,088.00	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	860-886-2226	660-866-9565
2002	STREET	TROJAN DR. RECONSTRUCTION	CITY OF TROY, MO	TROY, MO	\$870,288.00	100%	ROBERT FRANK	200 MAIN ST TROY, MO 63379	636-528-4712	636-462-1613
2002	STREET/ WATER	PRYOR ROAD IMPROVEMENTS	CITY OF LEE'S SUMMIT, MO	LEE'S SUMMIT, MO	\$4,868,541.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2001	AIRPORT	COLUMBIA REGIONAL AIRPORT - PARTIAL REHAB. OF RUNWAY 2-20	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$526,014.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2001	AIRPORT	LINN COUNTY AIRPORT	MODOT - DISTRICT 2	BROOKFIELD, MO	\$3,560,274.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2001	HWY	CARROLL CO. ROUTE Z	MODOT - DISTRICT 2	CARROLLTON, MO	\$393,157.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2001	HWY	FRANKLIN CO. ROUTE 47	MODOT - DISTRICT 6	ST. CLAIR, MO	\$6,398,813.00	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2001	HWY	GENTRY CO.	MODOT - DISTRICT 1		\$213,841.00	100%	DOÑ WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-367-2359
2001	HWY	HWY 63/ VANDIVER DR. INTERCHANGE & EXTENSION	MODOT - DISTRICT 5 / CITY OF COLUMBIA	COLUMBIA, MO	\$6,597,971.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2001	HWY	LAFAYETTE CO. ROUTE 13	MODOT - DISTRICT 4	LEXINGTON, MO	\$9,601,909.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2001	HWY	RALLS CO. ROUTE U	MODOT - DISTRICT 3	NEW LONDON, MO	\$1,306,536.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2001	STREET	PARK AVE. & BUETH RD. RECONSTRUCTION	CITY OF MOBERLY, MO	MOBERLY, MO	\$1,226,574.00	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2001	STREET	SUNFLOWER STREET RECONSTRUCTION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$944,087.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2001	STREET/ SEWER	CARTWRIGHT AVE. - STREET & SANITARY SEWER EXTENSIONS	CITY OF GRANDVIEW, MO	GRANDVIEW, MO	\$846,954.00	100%	LARRY FINLEY	1200 MAIN ST. GRANDVIEW, MO 64030	816-316-4800	816-763-3907
2000	AIRPORT	JESSE VIERTTEL MEM. AIRPORT	CITY OF BOONVILLE, MO	BOONVILLE, MO	\$1,409,994.00	100%	DAVE BRADLEY	CITY HALL, 525 E. SPRING ST. BOONVILLE, MO 65233	660-882-7441	660-882-7442
2000	AIRPORT	LEE'S SUMMIT AIRPORT	CITY OF LEE'S SUMMIT, MO		\$1,496,102.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2000	HWY	CALLAWAY CO. ROUTE 54	MODOT - DISTRICT 5	FULTON, MO	\$5,817,512.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2000	HWY	CAMDEN CO. ROUTE 54	MODOT - DISTRICT 5		\$4,122,209.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2000	HWY	CARROLL CO. ROUTE 65	MODOT - DISTRICT 2		\$1,434,038.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000	HWY	GRUNDY CO.	MODOT - DISTRICT 2		\$2,471,792.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195



**2014 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 4/29/2014 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2000	HWY	HOWARD CO. ROUTE 240	MODOT - DISTRICT 2		\$4,099,135.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000	HWY	PULASKI CO. ROUTE 28	MODOT - DISTRICT 9		\$3,294,358.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2000	WATER	ROUTE AC WATER LINE RELOCATION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$770,869.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2000	WWTP	NEWTOWN WASTE WATER TREATMENT FACILITY	BOONE COUNTY REGIONAL SEWER DIST.	COLUMBIA, MO	\$507,583.00	100%	TOM RATERMANN	1314 N. 7TH ST. COLUMBIA, MO 65201	573-443-2774	573-499-0489
1999	STREET	WARD ROAD RECONSTRUCTION	CITY OF LEE'S SUMMIT, MO	LEE'S SUMMIT, MO	\$5,938,999.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795

# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF BOONE

JUSTIN GAY, being first duly sworn, deposes and says that he is BOONIA MANAGER  
(Title of Person Signing)

of EMERY SAPP & Sons, Inc.  
(Name of Bidder)

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

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

By *Justin Gay*  
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to before me this 26 day of June, 2014

Angela C Regan  
Notary Public

My Commission Expires March 3 2018



ANGELA C. REGAN  
My Commission Expires  
March 3, 2018  
Boone County  
Commission #14588020

## SIGNATURE AND IDENTITY OF BIDDER

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

sole individual                       partnership                       joint venture  
 corporation, incorporated under laws of the state of MISSOURI

Dated JUNE 26, 2014  
 Name of individual, all partners, or joint venturers:

Address of each:

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

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

doing business under the name of:

Address of principal place of business in Missouri:

\_\_\_\_\_  
 (If using a fictitious name, show this name above in addition to legal names.)

EMERY SAPP & SONS, Inc.  
 (If a corporation - show its name above)

2301 I-70 DOME NW, COLUMBIA, MO 65202

ATTEST:

  
 \_\_\_\_\_  
 (Secretary)

  
 \_\_\_\_\_  
 (Title) BRANCH MANAGER

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

## BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 26 day of JUNE, 20 14

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

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

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

(if a corporation) that he is the Branch Manager  
President or other agent

of EMERY SAPP & SONS, INC.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Columbia, MO the day and year first above written.



ANGELA C. REGAN (SEAL)  
My Commission Expires  
March 3, 2018  
Boone County  
Commission #14588020

Angela C. Regan Notary Public

My Commission expires march 3, 20 18.



3: 378 448 1333  
2509 US HIGHWAY 57 / BOX 218  
ST. LOUIS, MO 63114

WWW.EMERYSAPP.COM

**AUTHORITY TO SIGN**

I, Keith M. Bennett, certify that I am the Secretary of Emery Sapp & Sons, Inc., a corporation organized in the State of Missouri; and that Justin Gay who signed the attached document on behalf of Emery Sapp & Sons, Inc. is the Branch Manager of the corporation; and that said document was duly signed for and on behalf of the corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the corporation this 1<sup>st</sup> day of November, 2012.

Corporate Seal

*Keith M. Bennett*  
Corporate Secretary, Keith M. Bennett

**NOTARIZATION**

STATE OF MISSOURI  
COUNTY OF BOONE

The foregoing was acknowledged before me this 1<sup>st</sup> day of November, 2012.

*Stacey Wise*  
Notary Public

My Commission Expires: *July 30, 2016*



STACEY WISE  
My Commission Expires  
July 30, 2016  
Boone County  
Commission #12407211

JASON KANDER



MISSOURI ONLINE BUSINESS FILING



Gen. Business - For Profit Details as of 7/2/2014

Fees & Forms

FAQ

Corporations Home

Business Outreach Office

MO Filings

Corporation Filings

SOS Home

Contact Us

\*Required Field

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

RETURN TO  
SEARCH RESULTS

Select filing from the list.

FILE  
ONLINE

Filing Type Acceptance of a General Business to a Non-Profit

ORDER COPIES  
CERTIFICATES

Select registration report type from the list.

FILE  
REGISTRATION REPORT

Report Type Annual Registration Report

General Information Filings Address Contact(s)

Name(s) EMERY SAPP & SONS, INC.

Address 2301 I-70 DR NW  
Columbia, MO 65202

Type Gen. Business - For Profit

Charter No. 00410437

Domesticity Domestic

Status Good Standing

Registered Agent Patchett, Adam K.  
3315 Berrywood Drive, Suite 102  
Columbia, MO 65201

Date Formed 4/21/1995

Duration Perpetual

Renewal Month January

Report Due 4/30/2015

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.

[View assistance for SAM.gov](#)

### Search Results

#### Current Search Terms: "Emery Sapp & Sons Inc.\*"

Your search for "Emery Sapp & Sons Inc.\*" returned the following results..

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	<b>Emery Sapp &amp; Sons, Inc.</b>	Status: <b>Active</b>
<b>DUNS: 075887059</b>	<b>CAGE Code: 1UQ38</b>	View Details
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 04/17/2015</b>	<b>Delinquent Federal Debt? No</b>	

Entity	<b>EMERY SAPP &amp; SONS, INC.</b>	Status: <b>Active</b>
<b>DUNS: 829102081</b>	<b>CAGE Code: 5A9E4</b>	View Details
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 12/31/2014</b>	<b>Delinquent Federal Debt? No</b>	

#### Glossary

##### [Search](#)

##### [Results](#)

Entity

Exclusion

##### [Search](#)

##### [Filters](#)

By Record

Status

By

Functional

Area - Entity

Management

By

Functional

Area -

Performance

Information

SAM | System for Award Management 1.0

IBM v1.1916.20140627-1510

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of July 20 14

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

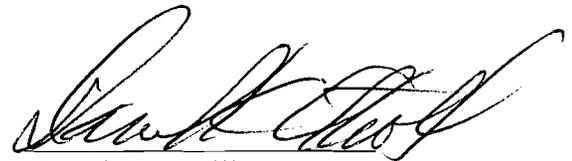
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C112169002 – Mail Room Equipment, Supplies and Maintenance with Neopost USA, Inc. of Milford, Connecticut.

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

Done this 29th day of July, 2014.

ATTEST:

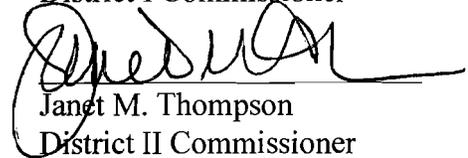
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Elizabeth Sanders, CPPB  
Senior Buyer, Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Elizabeth Sanders, CPPB  
DATE: July 23, 2014  
RE: Cooperative Contract- C112169002 Mail Room Equipment, Supplies,  
and Maintenance

Purchasing and Information Technology Department request permission to utilize the State of Missouri Cooperative Contract C112169002 for Mailing Room Equipment, Supplies and Maintenance with Neopost USA, Inc., of Milford, Connecticut, bid through State of Arizona. Information Technology wishes to purchase from this contract a new postage/mail machine, with funds from departments 1194, 2110, and 2010, Account 92301. Postage meter rental at \$77.00/month for 36 months, with 1<sup>st</sup> quarterly payment from Account 71600 is included in the budget revision submitted to the auditor's office to cover total purchase. Purchase details are as follows:

Qty	Model/PN	Description	List Price	Disc%	WSCA Price
1	IMWP30	IM Series 30 lb weight platform	\$ 1800.00	40%	\$ 1080.00
1	IM6000SYSB	Base, MMF, 15" control panel, keyboard, LAN kit & Line conditioner	16490.00	40%	9894.00
1	IM56DWM	IM5000/6000 Dynamic weigh module	5995.00	40%	3597.00
1	IM56CONVEYOR	IM5000/6000 Conveyor Stacker	2095.00	35%	1362.00
1	IMPRINTER	IM Series inkjet report printer w/cable	375.00	35%	244.00
1	IMRLD	Remote roll tape dispenser and stand	1535.00	35%	<u>\$ 998.00</u>
		<b>Subtotal</b>			\$17,175.00
7	IM6000A1	Postage Meter, commercial, rental \$77.00/month through 12/31/14			<u>\$ 539.00</u>
		<b>TOTAL</b>			\$17,714.00

This Term and Supply contract is effective through October 11, 2014 with a potential final expiration date of October 12, 2016. Budget revision and requisition for purchase order submitted to auditor's office.

cc: Contract File  
Aron Gish, Director, Information Technology



368-2014



COOPERATIVE CONTRACT  
FOR BOONE COUNTY  
STATE OF MISSOURI #C112169002  
with  
Neopost USA, Inc.

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

Daniel K. Atwill  
Presiding Commissioner

Elizabeth Sanders, CPPB  
Senior Buyer

INDEX

Purchase Agreement ..... 24 pages  
State of Missouri Notice of Contract Renewal-Amendment 002..... 3 pages  
State of Missouri Notification of Statewide Contract..... 9 pages  
Notice of Contract Amendment 001-State of Missouri..... 8 pages  
Notice of Award, OA, Div of Purchasing, State of Missouri..... 15 pages  
Cooperative Agreement with lead agency State of Arizona:  
Offer and Acceptance..... 30 pages  
Capacity of Offeror Response Form, State of Arizona.....29 pages  
Offeror Response Form-Authorized Dealers/Partners/Sales and Service..... 3 pages  
Neopost USA Maintenance Program, WSCA-NASPO-Terms..... 4 pages

**PURCHASE AGREEMENT  
FOR  
MAILING ROOM EQUIPMENT, SUPPLIES AND MAINTENANCE**

**THIS AGREEMENT** dated the 29<sup>th</sup> day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Neopost USA, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Mailing Room Equipment, Supplies and Maintenance in compliance with all bid specifications and any applicable addenda issued for Contract #ADSPO11-00000411-4 and referenced Participating Addendum Master Price agreement through the State of Arizona, Notice of Award and Contract C112169002 with State of Missouri, 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 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, Contract C112169002 through State of Missouri, WSCA Master Price Agreement with State of Arizona (Lead State), and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Mailing Room Equipment, Supplies and Maintenance as needed, per the pricing and discount structure outlined in the Western States Contracting Alliance (WSCA) Offer and Acceptance, and Statewide Contract C112169002-State of Missouri, all enclosed.

3. **Contract Duration** - This agreement shall commence on **date written above and extend through October 11, 2014** with potential final expiration on October 12, 2016, subject to the provisions for termination specified herein.

4. **Billing and Payment** - All billing shall be invoiced to the using department. Invoices 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.

368-2014

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

NEOPOST USA, INC.

by [Signature]  
title Secretary

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]  
C.J. Dykhouse, County Counselor

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

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

[Signature]  
Signature by of

7/23/14  
Date

1194, 2010, 2110 - 92300  
Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

**(Please complete and return with Contract)**

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)**

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

Kirk Shankle Vice President & General Counsel

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

\_\_\_\_\_  
Signature

7/14/2014

\_\_\_\_\_  
Date

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

County of New Haven )  
State of CT. )ss  
)

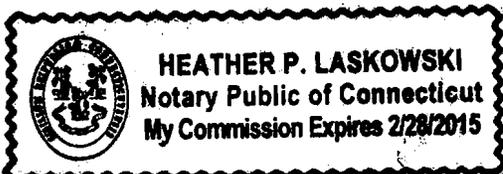
My name is KIRK SHANKLE. I am an authorized agent of Neopost USA Inc.

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

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

[Signature] 7/15/2014  
Affiant Date  
KIRK SHANKLE  
Printed Name

Subscribed and sworn to before me this 15 day of July, 2014.  
[Signature]  
Notary Public



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

# E-Verify



Company ID Number: 32855  
Client Company ID Number: 379156

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

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

**Approved by:**

Employer Neopost USA Inc.

Lisa Hunt  
Name (Please Type or Print)

Director  
Title

[Signature]  
Signature

2/14/12  
Date

E-Verify Employer Agent ADP (SC)

Chris Lozaga

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/15/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/15/2010

Date

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

Information relating to your Company:



## NOTICE OF CONTRACT RENEWAL

State Of Missouri  
Office Of Administration  
Division Of Purchasing And Materials Management  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://content.oa.mo.gov/purchasing-materials-management>

CONTRACT NUMBER C112169002	CONTRACT TITLE Mailing Room Equipment, Supplies & Maintenance
AMENDMENT NUMBER 002	CONTRACT PERIOD October 12, 2013 Through October 11, 2014
REQUISITION NUMBER N/A - Statewide	VENDOR NUMBER 9423888820 2
CONTRACTOR NAME AND ADDRESS Neopost USA, Inc. 478 Wheelers Farms Rd. Milford, CT 06461	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  The State of Missouri hereby exercises its option to renew the contract pursuant to the attached State of Arizona Standard Agreement Amendment #2 to agreement #ADSP011-00000411-4  All other terms, conditions, provisions of the original contract as modified by subsequent amendments shall remain the same and apply hereto.  SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: <a href="mailto:Nicolle.Skaggs@oa.mo.gov">Nicolle.Skaggs@oa.mo.gov</a> Phone: (573) 751-5341 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Nicolle Skaggs</i>	DATE 10/10/13
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  <i>James Miluski</i> James Miluski	



# Contract Amendment

Contract No.: ADSP011-00000411-4

Amendment No.: Two (2)

PAGE  
1 OF 1

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
  
Phoenix, AZ 85007

**CONTRACTOR:**  
Neopost  
478 Wheelers Farm Road  
Milford, CT 06461

**CONTACT:** Larry Waters  
**PHONE:** 203.301.3804  
**EMAIL:** l.waters@neopost.com

**STATE AGENCY:**  
AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTACT:** Delia A. Walters  
**PHONE:** 602.542.9125  
**EMAIL:** delia.walters@azdoa.gov

## WSCA/NASPO Mailing Equipment, Supplies and Maintenance Amendment to Master Agreement

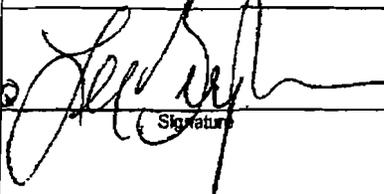
Pursuant to the WSCA Master Price Agreement, Special Terms and Conditions, Paragraph 3.6.1 the above Contract shall be extended from October 12, 2013 to October 11, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

  
Signature

August 28, 2013  
Date

Lee Bergeron

Vice President, Financial Services  
Printed/Typed Name and Title

 09/06/2013  
Signature Date

Delia A. Walters

Procurement Supervisor  
Printed/Typed Name and Title



# Contract Amendment

Contract No.: ADSPO11-00000411-4

Amendment No.: Two (2)

PAGE  
1 OF 1

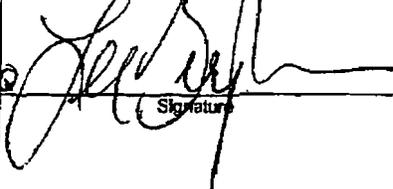
State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

<p><b>CONTRACTOR:</b> Neopost 478 Wheelers Farm Road Milford, CT 06461</p> <p><b>CONTACT:</b> Larry Waters <b>PHONE:</b> 203.301.3804 <b>EMAIL:</b> l.waters@neopost.com</p>	<p><b>STATE AGENCY:</b> AZ Department of Administration State Procurement Office 100 N. 15<sup>TH</sup> Avenue, Suite 201 Phoenix, AZ 85007</p> <p><b>CONTACT:</b> Delia A. Walters <b>PHONE:</b> 602.542.9125 <b>EMAIL:</b> delia.walters@azdca.gov</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## WSCA/NASPO Mailing Equipment, Supplies and Maintenance Amendment to Master Agreement

Pursuant to the WSCA Master Price Agreement, Special Terms and Conditions, Paragraph 3.6.1 the above Contract shall be extended from October 12, 2013 to October 11, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY

<p>This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.</p>	
<p>Contractor hereby acknowledges receipt and understanding of the above amendment.</p>	<p>The above referenced contract amendment is hereby executed this date by the State.</p>
<p> Signature _____ August 28, 2013 Date _____</p> <p>Lee Bergeron _____ Vice President, Financial Services Printed/Typed Name and Title</p>	<p> Signature _____ 09/06/2013 Date _____</p> <p>Delia A. Walters _____ Procurement Supervisor Printed/Typed Name and Title</p>



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

**NOTIFICATION OF STATEWIDE CONTRACT**

October 15, 2013

**CONTRACT TITLE:** MAILING ROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

**CURRENT CONTRACT PERIOD:** OCTOBER 13, 2013 THROUGH OCTOBER 12, 2014

**BUYER INFORMATION:** Nicolle Skaggs  
573-751-5341  
[Nicolle.skaggs@oa.mo.gov](mailto:Nicolle.skaggs@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	3/12/12 through 10/12/13	OCTOBER 12, 2016

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 supplies/services included in this contract from an alternative source at the discretion of the agency.

**NOTICE TO STATE AGENCIES: THE STATE OF MISSOURI CONTRACTS STATED HEREIN SHALL INCLUDE ONLY MAINTENANCE, POSTAGE METER RENTALS, AND OUTRIGHT PURCHASE OF EQUIPMENT AND SUPPLIES, RENTAL AGREEMENTS AND FAIR MARKET VALUE LEASE AGREEMENTS AT THE PRICING IDENTIFIED IN THE CONTRACT. NO LEASE PURCHASE FINANCING ARE PERMITTED UNDER THE CONTRACTS FOR STATE OF MISSOURI STATE AGENCIES. HOWEVER, POLITICAL SUBDIVISIONS PARTICIPATING IN THE MISSOURI COOPERATIVE PROCUREMENT PROGRAM ARE ELIGIBLE TO UTILIZE RENTAL AND LEASE AGREEMENTS PROVIDED THROUGH THESE CONTRACTS.**

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
C112169001	0604950500 V	Pitney Bowes, Inc. One Elmcroft Road Stamford, CT 06926-0700 Attn: Francie Coffey Phone: 213-256-1917 Fax: 203-460-9181 E-mail: <a href="mailto:Francie.coffey@pb.com">Francie.coffey@pb.com</a> On-Line: <a href="http://www.aboutwsca.org/contract.cfm/contract/n9-2011">http://www.aboutwsca.org/contract.cfm/contract/n9-2011</a>	No	Yes
C112169002	9423888820 2	Neopost USA, Inc. 478 Wheelers Farms Rd Milford, CT 06461 Attn: David Nagel	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
		Phone: 203-301-3420 Fax: 203-301-2821 E-mail: <a href="mailto:d.nagel@neopost.com">d.nagel@neopost.com</a> On-Line: <a href="http://www.aboutwsca.org/contract.cfm/contract/n9-2011">http://www.aboutwsca.org/contract.cfm/contract/n9-2011</a>		
C112169003	8007288370 0	Bell and Howell, LLC 3791 S. Alston Avenue Durham, NC 27713-1803 Attn: Marjorie McDermott Phone: 801-930-5402 Fax: 866-593-1694 E-mail: <a href="mailto:marjorie.mcdermott@bhemail.com">marjorie.mcdermott@bhemail.com</a> On-Line: <a href="http://www.aboutwsca.org/contract.cfm/contract/n9-2011">http://www.aboutwsca.org/contract.cfm/contract/n9-2011</a>	No	Yes
C112169004	3817165630 0	FP Mailing Solutions 140 N. Mitchell Ct., Suite 200 Addison, IL 60101 Attn: Joan Rader Phone: 630-827-5722 Fax: 800-810-3761 E-mail: <a href="mailto:jrader@fp-usa.com">jrader@fp-usa.com</a> On-Line: <a href="http://www.aboutwsca.org/contract.cfm/contract/n9-2011">http://www.aboutwsca.org/contract.cfm/contract/n9-2011</a>	No	Yes
C112169005	7704549660 0	Stamps.com 1990 E. Grand Avenue El Segundo, CA 90245 Attn: Eric Stout Phone: 310-482-5874 Fax: 888-711-1183 E-mail: <a href="mailto:estout@stamps.com">estout@stamps.com</a> On-Line: <a href="http://www.aboutwsca.org/contract.cfm/contract/n9-2011">http://www.aboutwsca.org/contract.cfm/contract/n9-2011</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.

Contract Period	Issue Date	Summary of Changes
10/13/13 – 10/12/14	10/15/13	<b>Renewal for Contracts C112169001 – C112169005</b>
03/12/12 – 10/12/13	9/18/13	Added Contract C112169003 – Bell and Howell, LLC
03/12/12 – 10/12/13	8/23/13	Added Contract C112169005 – Stamps.com
03/12/12 – 10/12/13	7/24/12	The usage of rental agreements and fair market value lease agreements have been included in the contract for Missouri State Agencies. No lease purchase financing are permitted under the contracts for State of Missouri State Agencies.
03/12/12 – 10/12/13	05/23/12	The usage of Rental and Lease agreement has been included in the contracts for Political subdivisions participating in the Missouri Cooperative Procurement Program. Missouri State agencies are not permitted to participate in Rental and/or lease agreements other than postage meter rentals.
03/12/12 – 10/12/13	3/28/12	Initial issuance of new statewide contract. Additional contracts may be added in the future.

## **Purpose and Use of Contracts:**

Contracts C112169001 (Pitney Bowes, Inc.), C112169002 (Neopost USA), C112196003 (Bell & Howell LLC) C112169004 (FP Mailing Solutions) and C112169005 (Stamps.com) are "preferred use" contracts established to make available mailing equipment, meter rentals, maintenance and supplies to Missouri state agencies and political subdivisions participating in the Missouri Cooperative Procurement program. These contracts replace C11223001 (Pitney Bowes, Inc.) and C11223002 (Neopost USA) which expired December 31, 2011.

State agencies are advised to check each contract for the purchase of these items and to choose the best product, best price, best delivery the various contracts make available to them. All contracts are "preferred use" contracts which means that the contracts have been bid with the goal of providing good market pricing and product variety to state agencies. Agencies are encouraged to use preferred-use contracts but in rare instances where the state agency can obtain like or similar products that meet the state agency's needs at a better price, then the agency has authority to purchase the items from other sources so long as the provisions of the Local Purchasing Authority Delegation are followed. The Delegation can be viewed and downloaded from the internet at this site: <http://oa.mo.gov/purch/agencyinfo/deptpad.pdf>.

## **PITNEY BOWES, INC.**

The following information is specific only to contract **C112169001** with Pitney Bowes, Inc.

**NOTICE TO STATE AGENCIES: THE STATE OF MISSOURI CONTRACTS STATED HEREIN SHALL INCLUDE ONLY MAINTENANCE, POSTAGE METER RENTALS, AND OUTRIGHT PURCHASE OF EQUIPMENT AND SUPPLIES, RENTAL AGREEMENTS AND FAIR MARKET VALUE LEASE AGREEMENTS AT THE PRICING IDENTIFIED IN THE CONTRACT. NO LEASE PURCHASE FINANCING ARE PERMITTED UNDER THE CONTRACTS FOR STATE OF MISSOURI STATE AGENICES. HOWEVER, POLITICAL SUBDIVISIONS PARTICIPATING IN THE MISSOURI COOPERATIVE PROCUREMENT PROGRAM ARE ELIGIBLE TO UTILIZE RENTAL AND LEASE AGREEMENTS PROVIDED THROUGH THESE CONTRACTS.**

### **Awarded Categories for Contract C112169001:**

Rental Postage Meter • Ultra Low Volume Mailing Systems • Low Volume Mailing Systems • Medium Volume Mailing Systems • High Volume Mailing Systems • Integrated Postal Scales • High Volume Letter Folders • Inserter Productions • Low Volume Folder-Inserters • Medium Volume Folder-Inserter • High Volume Folder-Inserter • Production Folder-Inserter • Low Volume Ink Jet Envelope Mail Labeler • Medium Volume Ink Jet Envelope • High Volume Ink Jet Envelope Addressing System • Production Ink Jet Envelope Addressing System • Low Volume Tabbers • Medium Tabbers • High Tabbers • Pre-Sorting Equipment • Software License and Subscription • Mailroom Specific Furniture

**Notice Specific to Mailroom Furniture:** The purchase of mailroom furniture shall be subject to the approval of Missouri Vocational Enterprises as mandated in Section 217.575 RSMo.

**Ordering:** Contact Pitney Bowes by telephone, fax or e-mail to place an order.

Pitney Bowes, Inc.  
One Elmcroft Road  
Stamford, CT 06926-0700  
213-256-1917  
203-460-9181 (fax)  
[Francie.coffey@pb.com](mailto:Francie.coffey@pb.com)

**Payment Terms:** Net 45 days

**Delivery:** 20 calendar days ARO or as mutually agreed upon.

**Warranty:** Contact Pitney Bowes for warranty information

**Contract Pricing:** Current contract pricing for Pitney Bowes can be found at the following website:  
<https://procure.az.gov/bso/external/document/attachments/attachmentFileDetail.sdo?fileNbr=194318&docId=ADSPO12-015487&docType=P&releaseNbr=0&parentUrl=/external/purchascorder/poSummary.sdo&external=true>

## **NEOPOST USA, INC.**

The following information is specific only to contract **C112169002** with Neopost USA, Inc.

**NOTICE TO STATE AGENCIES: THE STATE OF MISSOURI CONTRACTS STATED HEREIN SHALL INCLUDE ONLY MAINTENANCE, POSTAGE METER RENTALS, AND OUTRIGHT PURCHASE OF EQUIPMENT AND SUPPLIES, RENTAL AGREEMENTS AND FAIR MARKET VALUE LEASE AGREEMENTS AT THE PRICING IDENTIFIED IN THE CONTRACT. NO LEASE PURCHASE FINANCING ARE PERMITTED UNDER THE CONTRACTS FOR STATE OF MISSOURI STATE AGENICES. HOWEVER, POLITICAL SUBDIVISIONS PARTICIPATING IN THE MISSOURI COOPERATIVE PROCUREMENT PROGRAM ARE ELIGILBE TO UTILIZE RENTAL AND LEASE AGREEMENTS PROVIDED THROUGH THESE CONTRACTS.**

**Awarded Categories for Contract C112169002:**

Rental Postage Meter • Ultra Low Volume Mailing System • Low Volume Mailing Systems • Medium Volume Mailing Systems • High Volume Mailing Systems • Production Volume Mailing Systems • Integrated Postal Scales • Low Volume Letter Openers • High Volume Letter Openers • Low Volume Letter Folders • High Volume Letter Folders • Inserters Production • Low Volume Folder-Inserters • Medium Volume Folder-Inserters • High Volume Folder-Inserters • Production Folder-Inserters • Low Volume Ink Jet Envelope Addressing System • Medium Volume Ink Jet Envelope Addressing System • High Volume Ink Jet Envelope Addressing System • Production Ink Jet Addressing System • Low Volume Tabbers • Medium Volume Tabbers • High Volume Tabbers • Software License and Subscription • Mail Room specific Furniture

**Notice Specific to Mailroom Furniture:** The purchase of mailroom furniture shall be subject to the approval of Missouri Vocational Enterprises as mandated in Section 217.575 RSMo.

**Ordering:** Contact Neopost USA, Inc. by telephone, fax or e-mail to place an order.

Neopost USA, Inc.  
478 Wheelers Farms Rd.  
Milford, CT 06461  
203-301-3804  
203-301-2821 (fax)  
l.walters@neopost.com

**Payment Terms:** Net 45 days

**Delivery and Installation:** 30-180 calendar days ARO depending on equipment configuration.

**Warranty:** Contact Neopost USA, Inc. for warranty information

**Contract Pricing:** Current contract pricing for Neopost USA, Inc. can be found at the following website:  
<http://www.neopostinc.com/NAGA/Government-Accounts/WSCA.aspx>

## **BELL AND HOWELL, LLC**

The following information is specific only to contract **C112169003** with Bell and Howell, LLC

**NOTICE TO STATE AGENCIES: THE STATE OF MISSOURI CONTRACTS STATED HEREIN SHALL INCLUDE ONLY MAINTENANCE, POSTAGE METER RENTALS, AND OUTRIGHT PURCHASE OF EQUIPMENT AND SUPPLIES, RENTAL AGREEMENTS AND FAIR MARKET VALUE LEASE AGREEMENTS AT THE PRICING IDENTIFIED IN THE CONTRACT. NO LEASE PURCHASE FINANCING ARE PERMITTED UNDER THE CONTRACTS FOR STATE OF MISSOURI STATE AGENICES. HOWEVER, POLITICAL SUBDIVISIONS PARTICIPATING IN THE MISSOURI COOPERATIVE PROCUREMENT PROGRAM ARE ELIGILBE TO UTILIZE RENTAL AND LEASE AGREEMENTS PROVIDED THROUGH THESE CONTRACTS.**

**Awarded Categories for Contract C112169003:**

Inserter Productions, High Volume Folder-Inserter, Production Folder-Inserter, Pre-Sorting Equipment

**Ordering:** Contact Bell and Howell, LLC by telephone, fax or e-mail to place an order.

Bell and Howell, LLC  
3791 S. Alston Avenue  
Durham, NC 27713-1803  
801-930-5402  
866-593-1694 (fax)  
[Marjorie.mcdermott@bhemail.com](mailto:Marjorie.mcdermott@bhemail.com)

**Payment Terms:** Net 45 days

**Delivery and Installation:** To be determined, depending on equipment configuration.

**Warranty:** Contact Bell and Howell, LLC for warranty information

**Contract Pricing:** Missouri state agencies shall contact Marjorie McDermott for a current WSCA mail equipment, supplies and maintenance pricing catalog.

## **FP Mailing Solutions**

The following information is specific only to contract **C112169004** with FP Mailing Solutions

**NOTICE TO STATE AGENCIES: THE STATE OF MISSOURI CONTRACTS STATED HEREIN SHALL INCLUDE ONLY MAINTENANCE, POSTAGE METER RENTALS, AND OUTRIGHT PURCHASE OF EQUIPMENT AND SUPPLIES, RENTAL AGREEMENTS AND FAIR MARKET VALUE LEASE AGREEMENTS AT THE PRICING IDENTIFIED IN THE CONTRACT. NO LEASE PURCHASE FINANCING ARE PERMITTED UNDER THE CONTRACTS FOR STATE OF MISSOURI STATE AGENICES. HOWEVER, POLITICAL SUBDIVISIONS PARTICIPATING IN THE MISSOURI COOPERATIVE PROCUREMENT PROGRAM ARE ELIGILBE TO UTILIZE RENTAL AND LEASE AGREEMENTS PROVIDED THROUGH THESE CONTRACTS.**

**Awarded Categories for Contract C112169004:**

Rental Postage Meter • Ultra Low Volume Mailing Systems • Low Volume Mailing System • Medium Volume Mailing Systems • Integrated Postal Scales • Low Volume Letter Openers • High Volume Letter Openers • Low Volume Letter Folder • High Volume Letter Folder • Low Volume Folder-Inserter • Medium Volume Folder-Inserter • High Volume Folder-Inserter • Low Volume Envelope Mail Labeler • Medium Volume Envelope Mail Labeler • High Volume Mail Labeler • Low Volume Ink Jet Envelope Addressing • Medium Volume Ink Jet Envelope Addressing • High Volume Ink Jet Envelope Addressing • Production Ink Jet Envelope Addressing • Low Volume Tabbers • Medium Volume Tabbers • High Volume Tabbers • Mailroom Specific Furniture

**Notice Specific to Mailroom Furniture:** The purchase of mailroom furniture shall be subject to the approval of Missouri Vocational Enterprises as mandated in Section 217.575 RSMo.

**Ordering:** Contact FP Mailing Solutions by telephone, fax or e-mail to place an order.

FP Mailing Solutions  
140 N. Mitchell Ct., Suite 200  
Addison, IL 60101  
630-827-5722  
800-810-3761 (fax)  
[jrader@fp-usa.com](mailto:jrader@fp-usa.com)

**Payment Terms:** Net 45 days

**Delivery and Installation:** 20 calendar days ARO

**Warranty:** Contact FP Mailing Solutions for warranty information

**Contract Pricing:** Missouri state agencies shall contact Joan Rader for a current WSCA mail equipment, supplies and maintenance pricing catalog.

## **Stamps.com**

The following information is specific only to contract **C112169005** with Stamps.com

**NOTICE TO STATE AGENCIES: THE STATE OF MISSOURI CONTRACTS STATED HEREIN SHALL INCLUDE ONLY MAINTENANCE, POSTAGE METER RENTALS, AND OUTRIGHT PURCHASE OF EQUIPMENT AND SUPPLIES, RENTAL AGREEMENTS AND FAIR MARKET VALUE LEASE AGREEMENTS AT THE PRICING IDENTIFIED IN THE CONTRACT. NO LEASE PURCHASE FINANCING ARE PERMITTED UNDER THE CONTRACTS FOR STATE OF MISSOURI STATE AGENICES. HOWEVER, POLITICAL SUBDIVISIONS PARTICIPATING IN THE MISSOURI COOPERATIVE PROCUREMENT PROGRAM ARE ELIGILBE TO UTILIZE RENTAL AND LEASE AGREEMENTS PROVIDED THROUGH THESE CONTRACTS.**

**Awarded Categories for Contract C112169005:**

Software, License and Subscriptions

**Ordering:** Contact Stamps.com by telephone, fax or e-mail to place an order.

Stamps.com  
1990 E. Grand Avenue  
El Segundo, CA 90245  
310-482-5874  
888-711-1183 (fax)  
[estout@stamps.com](mailto:estout@stamps.com)

**Payment Terms:** Net 45 days

**Delivery and Installation:** 1-3 business days

**Contract Pricing:** Current contract pricing for Stamps.com can be found at the following website:  
<http://www.stamps.com/enterprise/government/state-local/missouri/>

Mailing Room Equipment, Supplies and Maintenance  
Statewide

---

001	C/S Code: 60071 <i>Mailing, Packaging and Shipping Machines</i> Mailing Equipment Contact contractor for Pricing.	Totl
002	C/S Code: 60080 <i>Postage Equipment Supplies</i> Mailing Equipment Supplies Contact contractor for Pricing.	Totl
003	C/S Code: 93699 <i>Mtc/Repair Services for General Services</i> Mailing Equipment Maintenance Contact contractor for Pricing.	MO
004	C/S Code: 98560 <i>Postal Equipment Rental or Lease</i> Postage Meter Rental Contact contractor for Pricing.	MO
005	C/S Code: 92046 <i>Software Updating Services</i> Software License and Subscription Contact contractor for Pricing.	Totl

**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

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

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

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

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

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

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

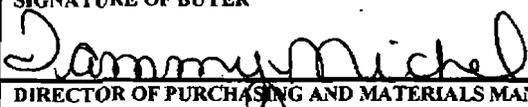
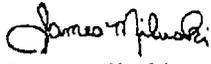
**Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:**

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](mailto:tammy.michel@oa.mo.gov)



## NOTICE OF CONTRACT AMENDMENT

State Of Missouri  
Office Of Administration  
Division Of Purchasing And Materials Management  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://www.oe.mo.gov/purch>

CONTRACT NUMBER C112169002	CONTRACT TITLE Mailing Room Equipment, Supplies and Maintenance
AMENDMENT NUMBER 001	CONTRACT PERIOD March 12, 2012 through October 12, 2013
REQUISITION NUMBER N/A	VENDOR NUMBER 9423888820 2
CONTRACTOR NAME AND ADDRESS Neopost USA, Inc. 478 Wheelers Farms Rd. Milford, CT 06461	STATE AGENCY'S NAME AND ADDRESS Statewide Various State Agencies
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  Contract C112169002 is hereby amended pursuant to the attached amendment #001 dated 08/15/12▲	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: tammy.michel@oa.mo.gov Phone: (573) 751-3114 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 9/18/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  James Miluski	



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
 CONTRACT AMENDMENT

AMENDMENT NO.: 001  
 CONTRACT NO.: C112169002  
 TITLE: Mailing Room Equipment, Supplies and Maintenance  
 ISSUE DATE: 8/02/12

REQ NO.: N/A  
 BUYER: Tammy Michel  
 PHONE NO.: (573) 751-3114  
 E-MAIL: tammy.michel@oa.mo.gov

TO: Neopost USA, Inc.  
 478 Wheelers Farms Rd.  
 Milford, CT 06461

RETURN AMENDMENT BY NO LATER THAN: 08/10/12 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
 BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	tammy.michel@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Various State Agencies throughout the  
 State of Missouri

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Neopost USA, Inc.		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS 478 Wheelers Farms Rd.		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE Milford, Ct 06461		CITY, STATE, ZIP CODE	
CONTACT PERSON Lisa Hunt		EMAIL ADDRESS L.hunt@neopost.com	
PHONE NUMBER (203) 923-9348		FAX NUMBER (203) 301-2821	
TAXPAYER ID NUMBER (TIN) 94-2388882	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 		DATE 8/15/12	
PRINTED NAME Lisa Hunt		TITLE Director, Contracts	

AMENDMENT #001 TO CONTRACT C112169002

CONTRACT TITLE: MAILING ROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

CONTRACT PERIOD: FEBRUARY 2, 2012 THROUGH OCTOBER 12, 2013

The State of Missouri hereby amends the subject contract as follows:

SUBSTITUTE the following for the paragraph and bullet point on page 2 of the original contract C112169002:

Currently states:

"The contractor shall understand and agree the following provisions are unacceptable and are hereby modified as follows

- The purchase of mail room furniture shall be subject to the approval of Missouri Vocational Enterprises as mandated in Section 217.575 RSMo."

Change to:

"The contractor shall understand and agree the following additional provisions shall apply:

- In general the purchase of mailroom furniture is unacceptable and only allowed when the state agency has obtained a waiver from Missouri Vocational Enterprises.

Add:

- The State of Missouri's state agencies shall not utilize the "Lease to Ownership Plan (LTOP)"
- "Neopost Product Lease Terms and Conditions" shall be included but all references to the "Lease to Ownership Plan (LTOP)" shall be deleted.
- The contractor shall sign the attached ADDENDUM TO THE CONTRACTOR'S TERMS AND CONDITIONS which shall be incorporated into the contract by reference.

All other terms, conditions, and prices of the original contract shall remain the same and apply hereto.

The contractor shall sign this document and promptly return it to the Division of Purchasing and Materials Management.

**ADDENDUM TO THE CONTRACTOR'S TERMS AND CONDITIONS**

By signing the signature block below, the contractor hereby declares understanding and agreement with the following: (1) that the language of Missouri's contract including its Terms and Conditions shall govern in the event of a conflict with the contractor's response, including any pre-printed terms and conditions documents that are submitted as part of the contractor's response, and (2) that any of the contractor's terms and conditions contained in the submitted response or pre-printed terms and conditions documents that conflict with the Missouri contract's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the contractor's response or pre-printed terms and conditions documents that are not in conflict with the Missouri contract shall apply hereto.

**(SIGNATURE REQUIRED)**

	8/15/12
AUTHORIZED SIGNATURE	DATE
LISA HUNT	DIRECTOR, CONTRACTS
PRINTED NAME	TITLE
NEOPOST USA INC.	
CONTRACTOR'S COMPANY NAME	

# neopost TERMS & CONDITIONS

## PRODUCT LEASE

In this Product Lease (the "Lease"), the words "You" and "Your" mean the lessee, which is the participating agency that issues a purchase order for a lease with Us. "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. **Lease of Products.** THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, and other products listed on the purchase order, together with all existing and future accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. **Promise to Pay.** You promise to pay to Us the lease payment shown on the purchase order ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

### 3. Initial Term; Renewal.

3.1 **FMV Lease.** The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable purchase order ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

3.2 **LTOP Lease.** ~~If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable purchase order ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.~~ Deleted see Am. 001, P. 2 (4/8-6-12)

4. **Payments.** Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the purchase order ("Lease Payment"). You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

5. **Delivery and Location of Products.** The Products will be delivered to You at the delivery address specified on the purchase order ("Delivery Address") or, if no such location is specified, to Your invoice address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Delivery Address unless You first get Our written permission to do so.

6. **Ownership, Use, and Maintenance of Products.** We will own and have title to the Products during the Lease. You agree that the Products are and shall remain personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. **Assignment of Supplier's Warranties.** We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

8. **Relationship of the Parties.** You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

9. **Default.** You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the

# neopost TERMS & CONDITIONS

following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**10. Finance Lease.** You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.

**11. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Product(s) for the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

**12. Return of Products.** Unless You take title to the hardware Products pursuant to Section 22 or Section 23, then You are required to return the Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense, to any location(s) that We designate, in addition to paying Us Our then-applicable processing fee. Such Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

**13. Assignment.** YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.

**14. Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

**15. Limitation of Liability.** WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

**16. Notice.** All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when (i.) delivered personally, or (ii.) sent by commercial overnight courier with written confirmation of delivery.

**17. Integration.** The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us.

**18. Severability.** In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**19. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

# neopost TERMS & CONDITIONS

**20. Survival of Obligations.** Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

**21. Choice of Law; Venue; and Attorney's Fees.** This Lease shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Connecticut, excluding its conflict of law rules. The state and federal courts in Hartford County in the State of Connecticut shall have the exclusive jurisdiction and venue over all controversies arising out of, or relating to, this Lease. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs and the court shall be authorized to award such amounts.

**22. FMV Leases.** If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

**23. LTOP Leases.** ~~\*)~~ If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an "as is, where is" basis. *\* Deleted - see Am. 001, p. 2 (up 8.6.12)*

## **24. Termination.**

### **24.1 Non-Appropriation.**

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar equipment from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Equipment with similar equipment from any other party in the succeeding fiscal year.

**24.2 Convenience.** You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

**25. Additional Postage Meter Terms.** If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS**

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

**1. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri (state). 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 state.
- 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 contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- 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 state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- 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.

**3. 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.

**4. 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.

**5. CONFLICT OF INTEREST**

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.

**6. WARRANTY**

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

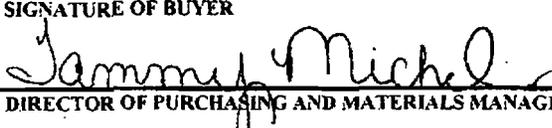
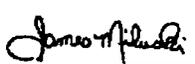
**7. REMEDIES AND RIGHTS**

- 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.



## 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>

CONTRACT NUMBER C112169002	CONTRACT TITLE Mailing Room Equipment, Supplies and Maintenance
AMENDMENT NUMBER N/A	CONTRACT PERIOD March 12, 2012 Through October 12, 2013
REQUISITION NUMBER N/A	VENDOR NUMBER 9423888820 2
CONTRACTOR NAME AND ADDRESS Neopost USA, Inc. 478 Wheelers Farms Rd. Milford, CT 06461	STATE AGENCY'S NAME AND ADDRESS Statewide Various State Agencies
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  Contract C112169002 is hereby established pursuant to Chapter 34.046 of the Revised Statutes of the State of Missouri. The contract (C112169002) consists of the attached documentation as specified on page 2 of the Cooperative Contract Procurement document dated February 14, 2012, including the State of Arizona contract, #ADSP011-00000411-4, the State of Missouri Terms and Conditions, and the referenced Participating Addendum Master Price Agreement. All transactions and invoicing conducted under the Missouri contract must reference the official Missouri contract number (C112169002).  The attached document shall constitute the established contract.	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: <a href="mailto:tammy.michel@oa.mo.gov">tammy.michel@oa.mo.gov</a> Phone: (573) 751-3114 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 3/2/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
 COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: C112169002  
 REQ NO.: N/A  
 TITLE: Mailing Room Equipment, Supplies and Maintenance

BUYER: Tammy Michel  
 PHONE NO.: (573) 751-3114  
 E-MAIL: tammy.michel@oa.mo.gov

TO: Neopost USA, Inc.  
 478 Wheelers Farm Road  
 Milford, CT 06461

RETURN DOCUMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY  
 E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	tammy.michel@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Various State Agencies throughout the  
 State of Missouri

The Contractor hereby agrees to provide the services and/or supplies described in the attached WSCA/NASPO/State of Arizona Contract #ADSP011-000004114 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that 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 Contractor and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Neopost USA, Inc.
MAILING ADDRESS 478 Wheelers Farms Rd.
CITY, STATE, ZIP CODE Milford, CT 06461

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON Lisa Hunt		EMAIL ADDRESS l.hunt@neopost.com	
PHONE NUMBER 203-301-3420		FAX NUMBER 203-301-2821	
TAXPAYER ID NUMBER (TIN) 94-2388883	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> X FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> X Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 2-14-12	
PRINTED NAME Lisa Hunt		TITLE Director, Contracts, Audit and Sales Support	

**CONTRACT TITLE: MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE****CONTRACT PERIOD: FEBRUARY 1, 2012 THROUGH OCTOBER 12, 2013**

Contract C112169002 is awarded by the State of Missouri consisting of the following:

- ❖ The attached Contract #ADSP011-00000411-4 signed by the State of Arizona, Arizona Department of Administration State Procurement Office 10/12/11.
- ❖ The attached State of Missouri Terms and Conditions
- ❖ The attached Participating Addendum

The contractor shall provide mailing equipment, supplies and maintenance specified by the State of Missouri, political subdivision or governmental entities specified by the State of Missouri at the firm, fixed prices/discounts specified in the State of Arizona Offer and Acceptance/Agreement Contract ADSP011-00000411-4 and Bid Solicitation ADSP011-00000411. All references to the State of Arizona in the attached documentation shall be deemed to refer to the State of Missouri except where applicable to information specific to the State of Arizona.

The contractor shall submit invoices for mailing equipment, supplies and maintenance provided for the State of Missouri to the specific address identified by the state agency on their account set-up information submitted to the contractor.

The contractor shall understand and agree the following provisions are unacceptable and are hereby modified as follows:

- The purchase of mail room furniture shall be subject to the approval of Missouri Vocational Enterprises as mandated in Section 217.575 RSMo.

**Federal Funds Requirement:**

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, 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:

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

**Debarment Certification:**

The contractor certifies by signing the signature page of this document that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached certification regarding debarment. This document must be satisfactorily completed prior to finalizing the contract.

**Reporting:**

Upon request, the contractor shall prepare and submit a written report indicating purchases made by the state agency off the contract. This report must at minimum show equipment and supplies purchased and the respective contract price and extended contract price. This report must be submitted to the Division of Purchasing and Materials Management at P.O. Box 809, Jefferson City, Missouri, 65102, or via email to the buyer's attention as shown on page 1.

**Stabilization (FMAP) Funding:**

The contractor and any subcontractors must comply with all reporting requirements as published at any time during the contract period in order to allow for accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

**Products Manufactured Outside United States:**

If any products offered under this contract are being manufactured outside the United States, the contractor, MUST disclose such fact and provide details in the space below or on an attached page.

Are products being manufactured outside the United States:  Yes  No

If Yes, describe and provide details:

**Cooperative Procurement Program:**

If the contractor should provide mailing equipment, supplies and 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.

Indicate agreement to provide products to members of the Cooperative Procurement Program:

Yes  No

**Affidavit of Work Authorization and Documentation:**

Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor'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 contractor should complete applicable portions of Exhibit B, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit B must be submitted prior to an award of a contract.

**Contractor's Personnel:**

The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

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.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

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.

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.

**EXHIBIT A**

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

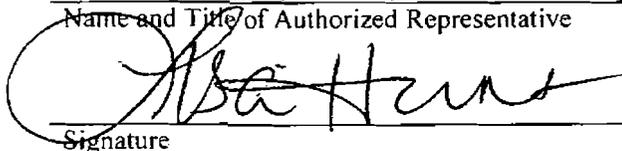
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

Lisa Hunt, Director, Contract, Audit and Sales Support

Name and Title of Authorized Representative

  
Signature

2/14/12  
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 B**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

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

- |                      |                                                                                                                                                                                                                                                                                                 |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>BOX A:</u></b> | To be completed by a non-business entity as defined below.                                                                                                                                                                                                                                      |
| <b><u>BOX B:</u></b> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> . |
| <b><u>BOX C:</u></b> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing 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 employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under C112169001 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Material Management 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 B 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 Neopost USA (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

<u>Lisa Hunt</u> Authorized Business Entity Representative's Name (Please Print)	<u>[Signature]</u> Authorized Business Entity Representative's Signature
<u>Neopost USA, Inc</u> Business Entity Name	<u>2/14/12</u> Date
<u>L.Hunt@neopost.com</u> E-Mail Address	

As a business entity, the contractor must perform/provide the following. The 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 listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the 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 B, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

Comes now Lisa Hunt (Name of Business Entity Authorized Representative) as Director (Position/Title) first being duly sworn on my oath, affirm Neopost USA (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 Neopost USA (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.)*

*Lisa Hunt*  
Authorized Representative's Signature

Lisa Hunt  
Printed Name

Director, Contracts  
Title

2/14/12  
Date

l.hunt@neopost.com  
E-Mail Address

379156  
E-Verify Company ID Number

Subscribed and sworn to before me this 14<sup>th</sup> of February 2012, I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of New Haven, State of  
(NAME OF COUNTY)

Connecticut, and my commission expires on 12/31/2016  
(NAME OF STATE) (DATE)

*Christia Zametske*  
Signature of Notary

2/14/12  
Date

**Christia Zametske**  
**Notary Public**

**My Commission Expires 12/31/16**

# E-Verify



Company ID Number: 32855  
Client Company ID Number: 379156

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

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

**Approved by:**

Employer Neopost USA Inc.

Lisa Hunt  
Name (Please Type or Print)

Director  
Title

[Signature]  
Signature

2/14/12  
Date

E-Verify Employer Agent ADP (SC)

Chris Lozaga

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/15/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/15/2010

Date

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

Information relating to your Company:

**REVISED 3/28/12**  
**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE and**  
**NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS**  
**MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT**  
**Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT**  
Neopost USA, Inc  
ADSP011-00000411-4  
(hereinafter "Contractor")

And

State of Missouri  
(hereinafter "Participating State")

Page 1 of 5

1. **Scope:** This addendum covers the WSCA/NASPO Mail Room Equipment, Services and Support contract lead by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. **Participation:** Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Price Agreement:**

- **The purchase of mailroom furniture shall be subject to the approval of Missouri Vocational Enterprises as mandated in Section 217.575 RSMo.**

4. **Lease Agreements:**

- **The State of Missouri shall not participate in the "Lease to Ownership Plan" under the WSCA/NASPO Master Prices Agreement #ADSP011-00000411-4.**
- **Political Subdivisions within the State of Missouri are eligible to utilize the "Lease to Ownership Plan" under the WSCA/NASPO Master Price Agreement # ADSP011-00000411-4.**
- **The State of Missouri contract C112169002 shall include only maintenance, postage meter rentals, and outright purchase of equipment and supplies at the pricing identified in the contract. No leases, lease purchase financing, or rentals other than postage meter rentals are permitted under the contract.**

5. **Primary Contacts:** The primary contact individual for this participating addendum are as follows (or their named successors):

<b>Lead State</b>	
<b>Name</b>	Stacy Ingalls, Senior Procurement Officer
<b>Address</b>	Arizona DOA-SPO, 100 N. 15 <sup>th</sup> Ave, Suite 201, Phoenix, AZ 85007

**REVISED 3/28/12**  
**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE and**  
**NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS**  
**MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT**  
**Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT  
Neopost USA, Inc  
ADSP011-00000411-4  
(hereinafter "Contractor")

And

State of Missouri  
(hereinafter "Participating State")

Page 2 of 5

Telephone	602-542-9134
Fax	602-542-5508
E-mail	stacy.ingalls@azdoa.gov

**Contractor**

Name	David Nagel
Address	478 Wheelers Farms Road, Milford, CT 06461
Telephone	573-489-8860
Fax	203-876-5459
E-mail	d.nagel@Neopost.com

**Participating Entity:** The State of Missouri, Division of Purchasing and Materials Management

Name	Tammy Michel
Address	P.O. Box 809, Jefferson City, Missouri 65102
Telephone	573-751-3114
Fax	573-526-9816
E-mail	Tammy.michel@oa.mo.gov

**6. Subcontractors:**

All Neopost dealers and resellers authorized in the State of Missouri, as shown on the dedicated Neopost website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Neopost dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

**7. Price Agreement Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: C112169002 and the Lead State price agreement number: ADSP011-00000411-4.

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-

**REVISED 3/28/12**  
**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE and**  
**NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS**  
**MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT**  
**Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT**  
Neopost USA, Inc  
ADSP011-00000411-4  
(hereinafter "Contractor")

And

State of Missouri  
(hereinafter "Participating State")

Page 3 of 5

14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**9. Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Price Agreement number ADSP011-00000411-4 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

**REVISED 3/28/12**  
**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE and**  
**NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS**  
**MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT**  
**Administered by the State of Arizona (hereinafter "Lead State")**

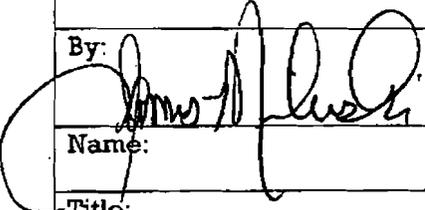
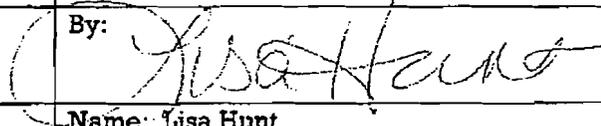
MASTER PRICE AGREEMENT  
Neopost USA, Inc  
ADSP011-00000411-4  
(hereinafter "Contractor")

And

State of Missouri  
(hereinafter "Participating State")

Page 5 of 5

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

Participating State: State of Missouri	Contractor: Neopost USA, Inc.
By: 	By: 
Name:	Name: Lisa Hunt
Title:	Title: Director, National and Government
Date:	Date: 4/3/12

[Additional signatures as required by Participating State]



WE VALUE YOUR MAIL

PRODUCTS & SOLUTIONS | FINANCIAL SERVICES | SUPPORT | NATIONAL & GOVERNMENT | SMALL BUSINESS | NEWS & EVENTS

Home » NAGA » Government Accounts » WSCA

1-800-NEOPOST

myNeopost

Login

**GOVERNMENT ACCOUNTS**

- NJPA
- WSCA
- NESCA
- GSA

## Neopost State Contracts

Neopost USA offers state & local government agencies contracted pricing. To ensure you are receiving your contract price, please view your contract price catalog below. For additional information regarding your state contract please view your contract terms and conditions and contact your local sales representative.



### Western States Contracting Alliance

**Contract Number:** ADSPO11-00000411-4

**Expiration Date:** 10/11/2014 plus 2 renewal years

» WSCA/NASPO Pricing Catalog

**Supplies:** call 1-800-NEOPOST (636-7678)

**The following states are participating members under the Neopost WSCA/NASPO contract:**

Alaska	Idaho	Nebraska	South Carolina
Arizona	Iowa	Nevada	Utah
Arkansas	Kansas	New Hampshire	Washington
California	Maryland	North Dakota	Wisconsin
Colorado	Minnesota	Ohio	Wyoming
Connecticut	Missouri	Oklahoma	
Hawaii	Montana	Oregon	

**Contact Information:**

**Sales:**

Stacey Graham  
 Government Customer Operations Manager  
**T:** 713-690-0635  
**F:** 832-553-7337  
**E:** S.Graham@neopost.com

**Administration:**

Stacey Graham  
 Government Customer Operations Manager  
**T:** 713-690-0635  
**F:** 832-553-7337  
**E:** S.Graham@neopost.com

**Contact Us**

- Customer Service
- Technical Service
- Request Product Info

**Resources**

- WSCA Synopsis Document

**Order Supplies**





**Western State contracting Alliance (WSCA)  
Contract ADSP011-00000411  
Mailing Equipment, Supplies and Maintenance.**

Neopost USA Inc. is providing this synopsis of the Western State contracting Alliance (WSCA) contract ADSP011-00000411 for Mailing Equipment, Supplies and Maintenance.

Neopost National and Government Accounts is providing this document to support the review of the WSCA contract and the execution of Participating Addendums with Neopost USA.

The full library of WSCA documents supporting the Neopost award can be accessed and reviewed at:

[http://www.spo.az.gov/Direct\\_Services/Statewide/WSCA\\_PAs/ADSP01100000411.asp](http://www.spo.az.gov/Direct_Services/Statewide/WSCA_PAs/ADSP01100000411.asp)

**Western State Contracting Alliance Master Purchasing Agreement  
for:**

**ADSP011-00000411 Mailing Equipment, Supplies and Maintenance**

**Table of Contents**

<b>Signed Offer letter – Neopost</b>	<b>Page 2</b>
<b>WSCA /NASPO Terms</b>	<b>Page 4</b>
<b>Uniform Terms V. 8</b>	<b>Page 17</b>
<b>Special Terms</b>	<b>Page 27</b>
<b>Government Lease Terms</b>	<b>Page 33</b>
<b>Government Lease Rates</b>	<b>Page 37</b>
<b>Government Meter Rental Terms</b>	<b>Page 39</b>
<b>USPS meter rental Terms</b>	<b>Page 44</b>

**Signed Offer and Acceptance Neopost USA Inc.**



# Offer and Acceptance

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office

Customer: WSCA/NASPO participating states; AZ  
Statewide (state agencies & cooperative partners)

Description: **Mailing Equipment, Supplies and Maintenance**

## OFFER

OFFER TO THE STATE OF ARIZONA: THE UNDERSIGNED hereby offers to provide the goods and services described in the solicitation, in accordance with the terms, conditions, specifications and other requirements of the solicitation, and to execute the contract thereunder.

Arizona Transaction Privilege (Sales) Tax License No. 1791450 U

Federal Employer Identification No. 94-2388882

Neopost USA, Inc.

Company Name

*Lisa Hunt*

Signature of Authorized Agent of the Company

478 Wheelers Farms Rd.

Address

Lisa Hunt

Printed Name

Milford, CT 06461

City

State

Zip

Director, National and Government Contracts

Title

Phone 203-301-3420

E-Mail l.hunt@neopost.com

Facsimile 203-301-2821

Web Site www.neopostinc.com

Delivery and installation is promised within 30-180 calendar days after receipt of an order depending on equipment configuration. If payment is made within    days after receipt of goods and services, the buyer is entitled to a discount of    % on the above-listed price(s) – **Currently there is no prompt payment discount.**

## ACCEPTANCE

ACCEPTANCE OF THE OFFER: I, the undersigned, hereby accept the offer of the contractor to provide the goods and services described in the solicitation, in accordance with the terms, conditions, specifications and other requirements of the solicitation, and to execute the contract thereunder.

Contract No.

ADSP011-00000411-4

Contract Award Date

October 12, 2011

*Susan Bayer*

Signature of Authorized Procurement Officer

Susan Bayer

Printed Name

*Procurement Manager*

Title

Neopost WSCA/NASPO Lease Rates

<b>Neopost Rates</b>	<b>36</b>	<b>48</b>	<b>60</b>
<b>LTOP*</b>	0.0322	0.0253	0.0212
<b>FMV*</b>	0.0337	0.0269	0.0228

\* LTOP - Lease To Own - Purchase

\*FMV - Fair Market Value

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Postage Meter Rental</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Rental
Percentage(%) Discount off MSRP/Catalog	47.92%
Maintenance	Included in Rental Price

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Mailing Systems, Ultra Low Volume</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	31.89%
Percentage (%) Discount off Accessories	35%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	10% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$210 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Mailing Systems, Low-Volume</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	45%
Percentage (%) Discount off Accessories	35%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	10% of MSRP
If end user is utilizing Time and Materials maintenance	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Mailing Systems, Medium Volume</b>	<b>Offeritory Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	40%
Percentage (%) Discount off Accessories	35%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	10% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Mailing Systems, High Volume</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	40%
Percentage (%) Discount off Accessories	35%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	10% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Mailing Systems, Production</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	40%
Percentage (%) Discount off Accessories	35%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	10% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

Integrated Postal Scales	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	35%
Percentage (%) Discount off Accessories	35%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	9% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Letter Openers, Low Volume</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	34%
Percentage (%) Discount off Accessories	34%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	9% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Letter Openers - High Volume</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	34%
Percentage (%) Discount off Accessories	34%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	9% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Letter Folders - Low Volume</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	34%
Percentage (%) Discount off Accessories	34%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	12% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

Letter Folders, High Volume	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	34%
Percentage (%) Discount off Accessories	34%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	12% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

Inserters	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	20%
Percentage (%) Discount off Accessories	20%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	12% of MSRP
If end user is utilizing Time and Materials maintenance	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

Folder/Inserters, Low Volume	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	34%
Percentage (%) Discount off Accessories	34%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	12% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

Folder/Inserters, Medium Volume	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	34%
Percentage (%) Discount off Accessories	34%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	12% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Folder/Inserters, High Volume</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	34%
Percentage (%) Discount off Accessories	34%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	12% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

Folder/Inserters, Production	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	20%
Percentage (%) Discount off Accessories	20%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	12% of MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

Envelope Addressing System, Ink Jet, Low Volume	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	28%
Percentage (%) Discount off Accessories	28%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	9% off MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

Envelope Addressing System, Ink Jet, Medium Volume	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	28%
Percentage (%) Discount off Accessories	28%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	9% off MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Envelope Addressing System, Ink Jet, High Volume</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	28%
Percentage (%) Discount off Accessories	28%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	9% off MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

Envelope Addressing System, Ink Jet, Production	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	28%
Percentage (%) Discount off Accessories	28%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	9% off MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

Tabbers, Low Volume	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	28%
Percentage (%) Discount off Accessories	28%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	12% off MSRP
If end user is utilizing Time and Materials maintenance	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Tabbers, Medium Volume</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	28%
Percentage (%) Discount off Accessories	28%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	12% off MSRP
If end user is utilizing Time and Materials maintenance	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Tabbers, High Volume</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	28%
Percentage (%) Discount off Accessories	28%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	11%
Percentage (%) Discount off Mailing Furniture	6%
<b>Maintenance</b>	
Maintenance- Fixed for years 2-5	12% off MSRP
<b>If end user is utilizing Time and Materials maintenance</b>	
Time and Materials- regular business hours	\$210 per hr.
Time and Materials- outside business hours, weekends, and holidays	\$375 per hr.
Percentage discounts of Parts for Time and Materials	0%

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Software, License and Subscription</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	No Bid
Percentage (%) Discount off Accessories	No Bid
<b>Maintenance</b>	
Maintenance for years 2-5	No Bid

**NO VOLUME OR TERM DISCOUNTS INCLUDED**

<b>Mail Room Furniture (general)</b>	<b>Offerors Response</b>
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
Percentage(%) Discount off MSRP/Catalog	6%
Percentatge (%) Discount off Accessories	6%



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

## 1. Proposed Offering

Contractor is proposing equipment, supplies, and maintenance for all fifty States, Washington D.C. and Puerto Rico.

Neopost USA is proposing equipment, supplies and maintenance for all fifty States, Washington D.C. and Puerto Rico. Please see attached listing of authorized dealer and branch locations.

If Contractor is not proposing equipment, supplies and maintenance for all fifty States, Washington D.C. and Puerto Rico, please detail the States, District, and territory you are proposing.

N/A

## 2. Proposed Categories

Contractor shall detail below all categories they are offering. Please see attachment titled Price and Pricing for details of the different categories. The contract shall be awarded by Category.

Neopost USA is offering products and pricing for all categories that are detailed within the Price and Pricing attachment with the exception of:

- Check Imprinting
- Pressure Sealing
- Bursting Equipment
- Mail Labeler
- Presorting
- Production Tabbers
- Extractors

## 3. Contractors Organizational Capacity

Contractor shall describe in general their organizational capacity to support the proposed offering and the Participating Entity's under any subsequent Contract.

### 3.1. Experience in Industry

3.1.1. Contractor shall describe their experience in the provision of the Products and Services and Support, throughout the Geographic Areas, as required herein. Please provide information regarding your firm's experience in this industry, to include the number of years your firm has been in the business, what has been your firm's US market share in the Mailing Room Equipment industry for the past three years, etc.

Founded in the United Kingdom in 1924, Neopost has been in the business for nearly 90 years. We have had a US presence since 1956. Neopost has a long history in the provision of the Products and Services and Support of Mailing Room Equipment Industry. During its 90 year history, Neopost has delivered innovative mailing solutions, including the first electronic postage meter, the first folder/inserters with automated setting adjustments and its renowned digital ink jet mailing systems.

Over the years we have proved that we can innovate in this global changing market and our company has seen growth through continuous product innovation and process improvements. All Neopost USA employees, not just the R&D department, are considered a rich source of innovative ideas. Hands-on employees know intimately how products and services operate and have lots of ideas for improvements. These ideas not only translate into product and service enhancements, but also into internal process improvements that can lower operating costs and enrich the customer experience. Our entrepreneurial spirit, decentralized structure and engaged employees have produced many innovative ideas and products that our culture of sharing and learning from each other has helped spread across all our markets.

We have experience in managing large consortium accounts due to managing the Western States Contracting Alliance (WSCA) and National Association of State Procurement Officials (NASPO) OFF22 contract. In addition, we have experience with managing state level contracts as well. Further detailed information can be referenced in section 3.2.1.



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

Neopost USA, headquartered in Milford, Connecticut, is the American operating company of Neopost S.A., based in France. Neopost USA markets its two flagship brands – Neopost and Hasler – of mailing and shipping solutions throughout the United States via dealers and direct-sales channels.

Neopost USA supplies the most technologically advanced solutions for mailing, folding/inserting and addressing as well as logistics management and traceability. Neopost USA also offers a full range of services, including consultancy, maintenance and financing solutions. Neopost USA partners with its customers to help them achieve higher levels of efficiency, control and value in their mailing operations.

Neopost S.A. is the European leader and number two worldwide supplier of mailing solutions. It has a direct presence in 15 countries, its products and services are sold in more than 90 countries.

Our US market share in the Mailing Room Equipment Industry over the past three years is:

2009 – 16.9%

2010 – 17.2%

2011 – 17.8%

### 3.2. Experience with Similar Customers (or specify Government)

3.2.1. Contractor shall describe their experience with similar Customers in the provision of the Products, Services, and support throughout the Geographic Areas.

With Neopost offices in over 160 cities in the United States and in 80 countries, coverage for placement of equipment and service will be more than adequate.

Neopost USA Inc. has held the WSCA and NASPO (OFF22 – Massachusetts) contract for Mailing Equipment, Document Handling and Related Software Products for the past five years. The states in which Neopost has a participating addendums with are as follows:

Arizona	Minnesota	South Carolina
Alaska	Montana	South Dakota
California	Nevada	Utah
Colorado	Nebraska	West Virginia
Hawaii	North Dakota	Wisconsin
Idaho	Oregon	Wyoming
Iowa	Pennsylvania	

Neopost holds a Federal GSA contract. We have held and performed against this contract for the last 15 years. Under the GSA contract, Neopost holds and now supports many Federal Government Contracts some of which are listed below:

US Department of Housing and Urban Development – Neopost USA has been performing against this contract for 2 years

- 80 locations nationwide

US Marshals Service – Neopost has been performing against two contracts with this customer for the last 8 years

- 233 locations nationwide

US Army – 63rd Regional Support Command – Neopost has just been awarded this contract last year

- 121 locations nationwide

National Parks Service – Neopost has been performing against this contract for 10 years

- 453 Locations nationwide

IRS – Neopost has been performing against this contract for 5 years

- 200 Locations nationwide



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

Neopost USA offers many solutions through our distribution channels (described above). We hold and perform against various independent state contracts as well, such as:

- Georgia – Neopost has been performing against this contract for 2 years
- New York State – Neopost has been performing against several contracts with the state for over 15 years
- State of New Jersey – Neopost has been performing against several contracts with the state for over 10 years
- Louisiana – Neopost has been awarded this contract recently but has participating in dealer owned contracts with the state for over 10 years.

In addition, Neopost holds contracts with many counties and municipalities.

Our Nationwide coverage services every state territory located within the United States. Our specialized National and Government Account Department is made up of:

- A network of Government Account Managers – There are five (5) dedicated Government Account Managers for all Geographic Territories
- A team of Contract and Sales Support Specialists – There are five (5) dedicated Government Account Managers for all Geographic Territories
- Strategic Relationship Group for Customer Support and problem resolution – There are five (5) SRG Coordinators that are dedicated to National and Government Contract customers with regards to issue and problem resolution as well as customer service.

Please refer to the "Key Personnel Document" submitted within our response for the specific persons ultimately responsible for maintaining and managing the contract.

### 3.3. Management Structure

3.3.1. Contractor shall describe their management structure in support of the Products and Services, throughout the entire proposed Geographic Area.

Neopost USA, Inc. is comprised of a network of both corporate branches and independent authorized dealers. The dealers are the first line to local service. For branch customers, Neopost has a field organization structure in which the branches report into the Vice President of Direct Sales and the Vice President of Service.

\*\*\*Please see attached Flow Charts.\*\*\*\*\*

### 3.4. Key Personnel

3.4.1. Contractor shall assign specific individuals to key positions in support of the Contract. Contractor shall provide brief bios of key personnel including their training, experience and performance in supporting similar Customers as anticipated under any resulting Contracts. Contractor shall list all such Key Personnel in the applicable Contract Attachment titled Offeror Response Form –Key Personnel.

Neopost has completed the Offeror Response Form – Key Personnel

### 3.5. Cost Containment

3.5.1. Contractor shall describe your firm's cost containment history over the past five years including a description of cost savings programs and the associated quantitative savings/efficiency realized the Percentage price increase per product line for the past three years, and the date and percentage of all anticipated price increases to the MSRP price for calendar years 2011-12.

In the past 3 years, Neopost USA has had price increases of less than 3% on average. Increases that have taken place have been implemented during the month of February each year to coincide with the start of the company's fiscal year.



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

During the past 2 years, all products lines have experienced 3% increases except mailing machines where pricing has been flat for existing products during that time.

Increases for the 2011 calendar year have taken place already, and for 2012 any increases that will take place will occur in February and are anticipated to be along the same lines as the past 3 years.

#### 4. Authorized Dealers/Partners/Sales and Service Provider Relationships

4.1. Contractor must include in their response a list of Authorized Dealers/Partners authorized to represent them per the Terms and Conditions of this RFP by state (Authorized Dealers/Partners/Sales and Service Provider Response Form). It is the manufacturer's responsibility to ensure complete coverage of service throughout all States they are proposing. Invoices and payments will be addressed within the individual PA's. Some Participating Entities may require all invoices and billing go through the Contract and some Participating Entities may require invoices and payment to go through the Authorized Dealers/Partners/Sales and Service Provider. Please verify that either invoicing/billing option is available.

Please provide your response in the Response Form titled Authorized Dealers/Partners/Sales and Service Provider Response Form.

Neopost has provided their response within the form titled Authorized Dealer/Partners/Sales and Service Provider.

4.2. The Contractor shall be fully responsible for meeting all of the Terms and Conditions of any contract /MPA/PA resulting from this RFP. The Contractor will have full responsibility for their Authorized Dealers/Partners/Sales and Service Provider performance. Contractor will be responsible for any training and education of authorized resellers to ensure contract.

Please respond that you read, understand and will comply.

Neopost has read, understands and will comply with this section.

4.3. Contractor shall notify the MPA Contract Administrator and the affected PA Procurement Officer of any authorized reseller changes, additions and deletions throughout the term of the Contract as they occur. The MPA Contract Administrator and the affected PA Procurement Officer will have the right to deny approval of any authorized reseller additions and/or substitutions.

Response would be that you read, understand and will comply, or to take exception

Neopost has read and understands and will comply with this section.

4.4. Describe what your firm requires from potential dealers to become an "Authorized Dealer" and define specifically how your firm currently measures an authorized dealer's performance, including the following:

4.4.1. Dealer commitment including product marketing, sales staff, sales volume, and service after the sale.

##### Performance Measurement - Minimum Sales Volumes/Quotas.

Dealer shall be required to achieve the minimum sales goals for its Territory ("Minimum Sales Quotas"). The initial Dealer's Minimum Sales Quotas are set out in our Neopost USA Dealer Agreement. Neopost USA reserves the right at its sole discretion to change the Minimum Sales Quotas after the expiration of the period for the quota referred to in our Neopost USA Dealer Agreement. Any such further quota will become binding upon Dealer upon receipt of written notice from Neopost USA which specifies the new quota requirements. Failure by Dealer to meet the Minimum Sales Quotas, shall constitute a material breach of our Neopost USA Dealer Agreement and shall entitle Neopost USA to terminate our Neopost USA Dealer Agreement. Neopost USA holds quarterly reviews with our authorized dealers to ensure that proper sales and service staffing is available and employed to meet the requirements of their Neopost USA Dealer Agreement and as such to meet the requirements of large contracts such as this NASPO Contract.

##### Service after the Sale.

(a) Neopost USA in conjunction with their authorized Dealer shall provide all installation, user training, warranty service, maintenance, upkeep and replacement service for Products (collectively, "Service") to all authorized users of the Products within its Territory and in relation to the NASPO Contract. Neopost USA and Dealer shall maintain a staff of trained personnel sufficient to provide Service. Neopost USA and Dealer shall provide Service at the NASPO Contract pricing as Neopost USA has designated.

(b) Neopost USA and Dealer will provide Service to Government entities, national accounts and split sales located within its Territory.

(c) Neopost USA and Dealer shall maintain or cause to be maintained such stocks of repair parts, components, accessories, tools, test equipment and supplies necessary to provide Service.



## Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

(d) Neopost USA shall have the right to inspect Dealer's facilities and books and records and to visit installation sites to ensure Dealer's compliance with its Service obligations and other obligations under this NASPO contract or any other agreement that Neopost USA enters into.

(f) Service shall be performed in accordance with Neopost USA Policies, and failure to comply with such shall constitute a material breach of the Neopost USA Dealer Agreement, and be grounds for termination of the Neopost USA Agreement. Following termination of The Neopost USA Dealer Agreement, Neopost USA agrees to negotiate in good faith with Dealer about entering a Neopost USA Service Agreement for the purpose of servicing, maintaining, and supporting those existing end-users that were established while an authorized Neopost USA Dealer. Neopost USA will promptly notify the State of Arizona procurement office of any changes in authorized dealers per section 4.3.

### Standards of Neopost Dealer Conduct.

(1) Sales Staff – Neopost USA and Dealer shall use its best efforts to establish, maintain, and increase the sale of Products and the leasing of postage meters Under this NASPO Contract by all usual and ethical means. Dealer shall maintain a trained staff sufficient to support its efforts. Neopost USA and Dealer shall not engage in any activity which would in any way diminish or detract from the sales potential of Products or their attractiveness to potential buyers or users thereof.

(2) Product Marketing - Dealer shall only market the Products under the names, trademarks and model designations within the NASPO Contract as specified by Neopost USA. Dealer will not cause or permit the removal, obliteration or alteration of any patent numbers, trade names or marks, notices, decals, name plates or serial numbers affixed to Products.

(3) Dealer shall comply with all applicable laws, rules and regulations and cooperate with Neopost USA in the implementation of such procedures as may be required under the NASPO Contract. Dealer shall maintain in effect all licenses, permits and authorization from all governmental agencies necessary to the performance of its obligations hereunder.

(4) Dealer shall not make any false or misleading statement to NASPO contract end users and shall not engage in any conduct or practice which injures or may injure the reputation or goodwill of Neopost USA. Actions by Dealer of an immoral, unethical, or criminal nature that may harm the Neopost USA brand shall be a material breach of the Neopost USA Dealer Agreement, and grounds for termination of the Neopost USA Dealer Agreement.

### 4.4.2 Dealer contract support including contract administration and administrative/financial assistance.

#### Dealer Compliance with Neopost Administrative Policies.

(a) Dealer shall at all times comply with the terms and conditions outlined within the NASPO Contract, as established between Neopost USA and the lead State of Arizona. Neopost USA shall publish its policies and procedures as well as pertinent terms and conditions of this contract on its website, and Dealer shall be bound by all changes to such policies and procedures as well as terms and conditions as of the date such changes post on the Neopost USA website. Dealer has the obligation to familiarize itself with, and to periodically review the Policies on the website as they pertain to the NASPO Contract. In the event of a discrepancy between the terms of the Policies as they appear on the Neopost USA website, and any terms provided separately to Dealer, the terms of the website shall control.

(b) Dealer shall at all times comply with all U.S. Postal service policies as it pertains to the NASPO Contract.

(c) Failure of Dealer to comply with Neopost USA's policies and procedures as it pertains to the NASPO Contract or Postal policies constitutes a material breach of the Neopost USA Dealer Agreement, and is grounds for termination.

4.4.3 If a Participating Entity files a complaint about an authorized dealer due to customer service issues, lack of inventory, poor design service, late deliveries, incorrect billing practices, or other performance issues, describe how the Authorized Dealers/Partners/Sales and Service Provider is assisted by the Contractor in improving their performance, the Contractor's corrective action process, and the Contractor's process for removing the Authorized Dealers/Partners/Sales and Service Provider from the Authorized Dealers/Partners/Sales and Service Provider list if they fail to meet the requirements, including the criteria that would warrant a removal or replacement of an Authorized Dealers/Partners/Sales and Service Provider.

Corrective Action Process – Dealer in Default. Dealer shall be deemed to be in default under the Neopost USA Dealer Agreement and Neopost USA may at its option terminate the Neopost USA Dealer Agreement and all rights granted



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

therein effective immediately upon the receipt by Dealer of notice to that effect and without prior opportunity to cure the default (except as otherwise expressly provided below) if:

(1) Dealer shall be or become insolvent;

(2) Dealer shall be dissolved or liquidated, or if a petition in bankruptcy is filed against Dealer, or if a liquidator, trustee in bankruptcy, custodian, receiver, or receiver and manager is appointed for Dealer, or if Dealer makes an assignment for the benefit of its creditors or commits any act for or in bankruptcy, or if Dealer is subjected to any levy, attachment, garnishment, execution or any other similar process which is not vacated or removed within ten days by payment or bonding;

(3) There is any direct or indirect change of ownership of Dealer or active management of Dealer without the prior written consent of Neopost USA or Dealer otherwise breaches

(4) Any other agreement between Dealer and Neopost USA (or any company affiliated or associated with Neopost USA) is terminated due to default by Dealer;

(5) Dealer fails to pay any undisputed amount owing to Neopost USA (or any company associated or affiliated with Neopost USA) when due under the Neopost USA Dealer Agreement or otherwise and fails to cure same within fifteen (15) days following written notice from Neopost USA;

(6) Dealer submits to Neopost USA or any other person any false or fraudulent claim for reimbursement, refund, credit, rebate, allowance, discount, bonus or other payment, or engages in any other dishonest or misleading practice;

(7) Dealer fails to function in the ordinary course of business;

(8) Dealer fails to meet any of its Minimum Sales Quotas, and fails to cure that default prior to the end of the quarter immediately following the default notice;

(9) Dealer violates the provisions of Territory;

(10) Dealer engages in the sale of parts, supplies or consumables that are not Approved; or

(11) Dealer breaches any other provision of the Neopost USA Dealer Agreement or any other agreement between Dealer and Neopost USA (or any company associated or affiliated with Neopost USA) and fails to cure same within fifteen (15) days following written notice from Neopost USA.

4.4.4 Provide a list of all your Authorized Dealers/Partners by State, in a document including the following information.

4.4.4.1 State

4.4.4.2 Authorized Dealers/Partners/Sales and Service Provider Name

4.4.4.3 Authorized Dealers/Partners/Sales and Service Provider Address

4.4.4.4 Single Point of Contact

4.4.4.5 Title

4.4.4.6 Phone Number

4.4.4.7 Fax Number

4.4.4.8 Email address

4.4.4.9 Web address (if applicable)

4.4.4.10 Geographic area of coverage in each state for each dealer

4.4.4.11 Product lines each dealer is authorized to market

Offeror Response – Provided response in document titled: Offer Response Form – Authorized Dealers/Partners/Sales and Service Provider List.

## 5 Good Standing

5.1 The Contractor and Authorized Dealers/Partner must be in good standing with trade associations, certification boards, or other regulatory agencies. Disclosure of any alleged issues, investigations, and/or citations is required. Provide information



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

regarding on-going or past bankruptcies or reorganizations within the last five (5) years with your proposal submission. The MPA Contract Administrator reserves the right to request more information or to take further action based on information received.

Neopost USA is not aware of any investigation against it by, or any issues with, any trade associations, certification boards, or other regulatory agencies and no citations have been issued against Neopost USA by such associations, boards, or agencies. Neopost USA has never declared bankruptcy. Neopost USA Inc. was known as Neopost Inc. until February 1, 2009. In November, 2009, Neopost conducted a corporate reorganization (unrelated to any bankruptcy or debt restructuring). The reorganization involved the consolidation of several of Neopost USA's subsidiaries and affiliates, including the merger of Hasler, Inc. into Neopost USA.

## 6 Customer Service

6.1 Describe in detail the process that your firm utilizes to track and respond to issues and concerns from both the Authorized Dealers and the end user.

Neopost USA utilizes a Customer Relationship Management (CRM) tool in order to track and respond to issues and concerns from both our Authorized Dealers and Direct Sales Channel as well as the end user of our products. The CRM tool, named ACEcrm, is helpful for us in managing our cases and allows us to track outstanding issues real time which in turn allows for accountability within the organization.

This tool is necessary for us to have as over the past few years we have grown and we realized the need to improve upon our resolution of incoming customer issues. The ACEcrm tool was rolled out in June 2010 to more than 200 new users and has had a steady rollout to the rest of the organization since then.

The ACEcrm functionality, called Case Management, allows customer-facing and customer-supporting teams across Neopost USA and MailFinance to more effectively collaborate cross-functionally to deliver better, faster and more accurate service to our customers and partners.

The ACE Case Management system provides a common repository for all customer service issues and requests, providing a way for different functional teams to better manage the deliverables needed to keep customer relationships strong including:

- Capturing customer feedback from 50,000 calls per month
- Queuing cases to multiple groups across the organization that are accountable for resolving specific issues
- Assigning cases to named individuals tasked with executing the work on behalf of the customer
- Tracking and reporting on the status of each case
- Eliminating dozens of voicemails and e-mails with file attachments for 50,000 cases per month
- Reporting the monthly productivity of customer-facing and customer-supporting teams

Groups recently adopting ACE Case Management include the Leasing Administration and Quoting teams, the Dealer and Direct CARE group including Asset Recovery, Order Care, Account Administration and Support Care, Postage Administration, Cash Administration, Postal Compliance, National and Government Accounts (NAGA), Dallas Customer Service teams and the Retention team in the Dallas Call Center.

In addition we are looking to provide access to additional departments, including Sales, Service and Accounts Receivable Management.

The adoption of ACEcrm should help improve our response/resolution time to our Authorized Dealers and end users concern. We have established a Service Level Attainment (SLA) of 95% of all cases need to be closed within department established time frames. The SLA is measured weekly.



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office

Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

A detail of the process is as follows:

Step	Action
1	<p>Access ACE and look for duplicate requests.</p> <ul style="list-style-type: none"> <li>• If there are no duplicate requests, begin creating an ACE Case for the request and proceed to Step 2</li> <li>• If a request has already been submitted, advise the customer of the status and proceed to Step 3</li> </ul>
2	<p>For Supply orders if customer identifies their account as WSCA:</p> <ul style="list-style-type: none"> <li>• Have the customer email the order request to: <ul style="list-style-type: none"> <li>○ <a href="mailto:WSCA_Supply@neopost.com">WSCA_Supply@neopost.com</a> for WSCA accounts</li> </ul> </li> <li>• Proceed to Step 3</li> </ul>
3	<p>For other customer issues/concerns - Complete ACE Case</p> <ul style="list-style-type: none"> <li>• Select the following Case options: <ul style="list-style-type: none"> <li>○ Type: <b>Billing, Orders, Postage, etc.</b></li> <li>○ Subtype: <b>Leasing, Supplies, etc.</b></li> <li>○ Action: <b>NAGA Special Handle</b></li> <li>○ Summary: <b>Enter a brief summary of request</b></li> <li>○ Document action taken.</li> <li>○ Group: <b>Leave blank.</b></li> <li>○ Attachment: <b>Not applicable.</b></li> <li>○ Status: <b>Change Case to Completed</b></li> </ul> </li> <li>• Proceed to Step 4</li> </ul>
4	<p>End Call</p> <ul style="list-style-type: none"> <li>• Advise customer of Case # as a reference for the requested work.</li> <li>• Thank the customer and end call.</li> <li>• Cases are accessed internally including our local branches and our Authorized Dealers for Issue Resolution</li> </ul>
5	<ul style="list-style-type: none"> <li>• Reports are run on a weekly bases to follow up and ensure the cases were handled and closed by the appropriate internal department, branch or local dealer.</li> </ul>

6.2 The Contracted Supplier or Authorized Dealer must have one lead representative for each Participating Addendum. Contact information shall be kept current.

Provided response in document titled: Offer Response Form – Authorized Dealers/Partners/Sales and Service Provider List.

6.3 Customer Service Representative will respond to all inquiries within one business day.

Neopost has read, understands and will comply with this section

6.4 Customer Service Representative(s) must be available by phone or email, at a minimum, from 7:00 AM – 6:00 PM Monday through Friday for the applicable time zones.



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

Neopost has read, understands and will comply with this section

6.5 Describe the standard lead time for the following order types and describe what situations could increase or decrease the lead times for each order type:

6.5.1 Low Volume equipment

- Low Volume Mailing Machines – 7-10 Business Days
- Low Volume Letter Openers – 10-15 Business Days
- Low Volume Folders - 5-10 Business Days
- Low Volume Inserters - 10-15 Business Days
- Low Volume Address Printers - 10-15 Business Days
- Low Volume Tabbers - 15-20 Business Days

6.5.2 Medium Volume equipment

- Medium Volume Mailing Machines – 7-10 Business Days
- Medium Volume Letter Openers – 20-25 Business Days
- Medium Volume Folders - 5-10 Business Days
- Medium Volume Inserters - 15-20 Business Days
- Medium Volume Address Printers - 10-15 Business Days
- Medium Volume Tabbers - 15-20 Business Days

6.5.3 Production

- Production Volume Mailing Machines – 7-10 Business Days
- Production Volume Letter Openers – 20-25 Business Days
- Production Volume Folders - 5-10 Business Days
- Production Volume Inserters - 35-45 Business Days
- Production Volume Address Printer- 15-20 Business Days
- Production Volume Tabbers - 15-20 Business Days

6.5.4 Accessories

- Low Volume Mailing Machines Accessories – 7-10 Business Days
- Low Volume Letter Openers Accessories – 10-15 Business Days
- Low Volume Folders Accessories- 5-10 Business Days
- Low Volume Inserters Accessories- 10-15 Business Days
- Low Volume Address Printers Accessories - 10-15 Business Days
- Low Volume Tabbers Accessories - 15-20 Business Days
- Medium Volume Mailing Machines Accessories – 7-10 Business Days
- Medium Volume Letter Openers Accessories – 20-25 Business Days
- Medium Volume Folders Accessories - 5-10 Business Days
- Medium Volume Inserters Accessories - 15-20 Business Days
- Medium Volume Address Printers Accessories - 10-15 Business Days
- Medium Volume Tabbers Accessories - 15-20 Business Days
- Production Volume Mailing Machines Accessories – 7-10 Business Days
- Production Volume Letter Openers Accessories – 20-25 Business Days
- Production Volume Folders Accessories - 5-10 Business Days
- Production Volume Inserters Accessories - 35-45 Business Days
- Production Volume Address Printer Accessories - 15-20 Business Days
- Production Volume Tabbers Accessories - 15-20 Business Days



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office

Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: **Mailing Equipment, Supplies and Maintenance**

## 6.5.5 Furniture

- Furniture – 30 Business Days

## 6.5.6 Supplies

- Supplies – 1-2 Business Days

6.6 Describe in detail the escalation plan between the Authorized Dealer and Manufacturer.

Neopost USA Inc. National & Government Account Division's escalation process for all Neopost USA Direct, Company Owned Dealers and Independent Dealers (Neopost USA Inc. Channel Partners) is as follows:  
The Local Neopost USA Inc. Channel Partner location is the first point of contact for a local NASPO/WSCA participating state entity. We empower our distribution channel partners to proactively resolve local customer issues.

- If one of our channel partners cannot resolve a customer issue locally, they have a direct connection to a member of the National & Government Account Divisions "Strategic Relationship Group" (SRG). The single point of contact SRG coordinator will take on the open issue and see it through to satisfactory resolution. The SRG team is located within Neopost USA Inc's corporate headquarters in Milford, CT.
  - Case management documentation and reporting is used throughout the process to effectively document, track, report and close out all open issues to the highest customer satisfaction levels.
  - SRG coordinators are empowered to make decisions and resolve customer issues acting as a project leader and single point of contact "White Glove" customer service. SRG coordinators are evaluated upon very specific problem resolution and customer service SLA's and handle exclusively Neopost USA Inc's largest and most complex National & Government Account customers.
- If the SRG Coordinator cannot resolve the open Issue in a timely manner because of extraordinary circumstances there is an executive leadership escalation and priority process including the Manager of the SRG team, The National Director of Government Sales, the VP of National & Government Accounts and the VP of Operations & Customer Service.
  - Together these items are prioritized and afforded the highest visibility for immediate resolution and customer communication.

## 6.7 Legal and Regulatory Actions

6.7.1 Contractors shall fully disclose their involvement in any legal proceedings, lawsuits or governmental regulatory actions and any contractual demands for assurance regarding their provision of similar services, pending or occurring in the last five (5) years. We are only looking for information that can be legally obtained.

Please see attached Document for Response

## 7 Environmental

7.1 While some participating states may have environmental initiatives, others do not, as such, States with environmental concerns and initiatives will address these issues through the Participating Addendum process.

7.2 Has your firm made a public commitment to environmental sustainability? If so, provide details for the following



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

Yes, Neopost USA has made a public commitment to environmental sustainability. We have a Sustainable Business Development team that meets on a regular basis to look at current environmental processes in place as well as possible future opportunities. In addition Neopost incorporated an eco-friendly innovative design process that reduces our environmental footprint during a product's development, its manufacture, shipping, usage and, ultimately recycling at the end of its life.

In addition, Neopost USA has programs in place corporately to ensure our commitment to the environment. For example, in 2010, we recycled over 21,000 pounds of paper. Our offices have installed energy efficient lighting to reduce electricity usage and instituted a toner/printer recycling program. We also offer a toner/printer recycling program to our customers to return their old cartridges to use for recycling.

For an high-level overview please see our environmental brochure attached.

7.2.1 Description of the measurements that are employed and how they are reported.

A description of the measurements we have taken to improve our environmental sustainability are as follows:

- Component structure – weight and volume reduced by 44%
- Production process – materials usage cut by 10%
- Recyclable cardboard – reduced packaging by 29%
- Power usage – electrical consumption cut by 50%
- Recyclability rate – reusable material increased by 58%
- Clean transportation network – reduces air pollution

Even with our consumption reduction, our machines last longer, run cooler and use less energy. In addition, our machines conform to the most stringent and respected environmental standards in the world, including Energy Star, RoHS, DEEE, EuP, and REACH. Each of these certifications requires reporting which is handled by our operations in France.

7.2.2 Name(s) and title(s) of staff that are specifically dedicated to the firms' public commitment to sustainability.

Roy Samonte – Quality Systems Manager  
Philippe Boulanger, Chief Technical Officer

7.2.3 List all environmental third party certification programs that your firm has achieved and the level of compliance.

ISO 14001 – See attached Certificate

7.3 Has your firm had any breaches of environmental, health, or safety standards within the past 12 months? This includes fires, explosions, industrial accidents, hazardous releases, or other health and safety incidents at any of the firm's facilities. If so, provide details (including but not limited to date of event, quantitative extent of damage, environmental effects, and corrective action plan and success rate) of all breaches.

No. Neopost USA has not had any breaches of environmental health or safety standards within the past 12 months.

7.4 Confirm your acceptance to maintain for the term of this Agreement, and all renewals/extension thereof, programs as described in the response to the RFP.

Neopost USA confirms and will maintain for the term of this agreement, and all renewal/extension thereof, programs as described in the response to this RFP.

7.5 Buyback/Trade in – Contractor shall describe the buyback/recycling program offered by your firm. Please detail the formula used to determine the value of the used equipment and all other facets of the program.



## Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative  
partners)

Description: Mailing Equipment, Supplies and Maintenance

Neopost USA will take back equipment in the course of day to day business from their customers. Upon request at end of lease or use (in the case of purchased items), the local servicing location will:

- Schedule a meeting with the end user regarding the disposal or trade in of equipment. Neopost USA accepts lease equipment buy-outs. The remainder of the lease payments is added up through the end of the term and the total dollar value is rolled into a new lease payment for the end user.

In the event that it is the end of the lease and the customer is not renewing or upgrading, the local servicing location will:

- Schedule the pick up of the equipment from the end users
- A representative from either a trucking company or a representative from a local dealer will pick equipment up at the end users location
- If equipment is picked up by the dealer, equipment will be packaged accordingly and shipped back to Neopost USA, Inc.'s Memphis Distribution Center

- Our products are then sent to the following:

- Metal recycling Facility  
SIMS Metal Management  
540 Weakley Ave.  
Memphis, TN 38107  
Contact: Sam Levine, 901-270-0839

And

- Computer products are sent to a separate recycler.  
5R Processors  
3328 Winbrook Dr.  
Memphis, TN 38118  
Contact: Ashley Bolling, 865-457-1621
- Cardboard and paper products are recycled.  
Sonoco Recycling  
704 South Dudley St.  
Memphis, TN 38104  
Contact: Carlene Drew, 901-233-4390

There is a \$0 value assigned to these products once returned at the end of a lease or if the customer wants to dispose of purchased equipment that is no longer required.

### 8 State of California Environmental Language

#### 8.1 Toxics in Packaging

All packages offered during the life of the contract shall be in full compliance with all requirements of the Toxics in Packaging Prevention Act. See <http://www.dtsc.ca.gov/ToxicsInPackaging/index.cfm> for detail. Upon request by the State, the awarded supplier shall provide a Certificate of Compliance.

Neopost is in full compliance with the section. Please see attached Certificate of Compliance

#### 8.2 Packaging Materials

Contractors utilize biodegradable shall comply with ASTM 6400-00 Standard and/or compostable packaging materials shall meet ASTM Standard Specifications for Compostable Plastics D 6400-04.

Contractors utilize paper products for labeling, packaging, or catalogs etc., are to be processed chlorine free (PCF). And or Contractors offer paper and wood products (i.e. labeling, packaging, catalogs or wood pallets) are to be produced from a



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

company participating in a forest stewardship program where the forest is managed to conserve biological diversity, natural resources and maintain a thriving ecosystem.

Packaging materials are to contain post consumer recycle content (PCRC) when feasible to meet State Agency Buy Recycled Campaign (SABRC). See <http://www.calrecycle.ca.gov/BuyRecycled/StateAgency/Requires.htm> for detail.

Neopost USA meets the European Union (EU) regulations aimed at controlling packaging, so we are confident that Neopost USA meets this requirement.

Our products use cardboard packaging with cardboard pulp molded inside (IS-3xx & IS-4xx). This meets the requirement

### 8.3 End-of-Life Management

Contractor shall offer a "Take-Back" program. The Take-Back Program shall be for office equipment purchased under this contract and any other state-owned office equipment that have reached the end of their useful life during this contract period.

Take-Back Program minimum requirements:

The take-back program shall be offered at no cost to the State and include all costs for transportation, labor for pickup etc.

Office equipment collection shall be within 30 calendar days of an agency's written notification.

A report listing the number of office equipment recycled/refurbished per month by each individual agency shall be sent semi-annually to the State Contract Administrator.

Contractors shall submit a detailed written Take-Back Program plan, addressing the following items at a minimum:

Neopost USA offers a take-back program for only the products in which are sold by Neopost USA. This program will be offered at no charge to the end user. Neopost USA will collect the equipment either by trucking company or authorized dealer within 30 calendar days of an agency's written notification. Neopost does not have a formal process in place that can track and report equipment "take-backs".

Neopost USA will take back equipment in the course of day to day business from their customers. Upon request at end of lease or use (in the case of purchased items), the local servicing location will:

- Schedule the pick up of the equipment from the end users
- A representative will pick equipment up at the end users location
- Equipment will be packaged accordingly and shipped back to Neopost USA, Inc.'s Memphis Distribution Center

- Our products are then sent to the following:

- **Metal recycling Facility**  
SIMS Metal Management  
540 Weakley Ave.  
Memphis, TN 38107  
Contact: Sam Levine, 901-270-0839

And

- Computer products are sent to a separate recycler.  
5R Processors  
3328 Winbrook Dr.  
Memphis, TN 38118  
Contact: Ashley Bolling, 865-457-1621
- Cardboard and paper products are recycled.  
Sonoco Recycling  
704 South Dudley St.  
Memphis, TN 38104



# Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

Contact: Carlene Drew, 901-233-4390

There is a \$0 value assigned to these products once returned at the end of a lease or if the customer wants to dispose of purchased equipment that is no longer required.

8.3.1 Collection – How the contractor will collect the office equipment.

The Mailing Machines will be collected either by a trucking service that is dispatched and utilized by Neopost or if in an authorized dealer territory, it will be collected by an authorized Neopost or Hasler branded dealer.

8.3.2 Packaging and Shipping instruction – shall include Packaging and shipping instructions and but not limit to the following:

- a. Contractor shall provide packaging material.

If the equipment is being shipped back to Neopost USA via a trucking company, Neopost USA does not provide packaging materials for equipment being returned. In the event that a local dealer is to pick up the equipment, packaging materials are not necessary. The carriers that we use for the return are FedEx and Seko Worldwide Freight Company. All pickups are scheduled on line.

- b. Shipping papers, address and return labels etc.

If equipment is being shipped back to Neopost USA via a trucking company, Neopost USA will provide return labels and shipping information. In the event that a local dealer is to pick up the equipment, Shipping papers and return labels are not necessary.

- c. Procedures to notify contractor of pickup.

Agency is to call the Customer Service Support telephone line identified in the "Key Contacts Document" Once Neopost is notified and the shipping documentation and labels are received by the agency, All pickups are scheduled on line for Fed Ex pick ups (Equipment under 50 lbs). Please see Answer to 8.3.3 below. For equipment over 50 lbs. Seko Logistic Trucking Service is utilized. The Agency will call the Customer Service Support telephone line identified in the "Key Contacts Document". Once Neopost is notified, Neopost will make the request and schedule the pick up.

8.3.3 Authorized Person(s) and/or Company – Identify the person(s) and/or company authorized to pickup, transport and accept office equipment. Contact information phone number and address should also be provided.

Fed Ex and Seko Logistics Shipping are the authorized pick up and transportation avenues. In addition, the local servicing entity (See Authorized Dealer Response Form) are authorized to pick up equipment and return to Neopost.

There is a link, for Fed Ex after Neopost sends the labels via email the customer/agency can logon and schedule the pickup. There is a logon link below for Seko that the customer can use to track the shipping once it is picked up but Neopost would need to make the online request. Please see below:

To schedule the pick-up of your returned items:

For FedEx (packages under 50 lbs):

On-Line - click on the link below to schedule a FedEx pickup:

<http://fedex.com/us/services/us>

Click on the Ship tab and select Schedule a Pickup.

From the menu on the left select Schedule a Ground Return Pickup

Follow the directions displayed on the page.

By telephone - Schedule a pickup by calling 1-800-Go-FedEx.



## Capacity of Offeror Response Form

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office  
Customer: NASPO - WSCA participating states;  
AZ Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

<http://www.sekologistics.com/home/track.aspx>

8.3.4 Waste Management – Describe waste management plan including end-of-life disposal method(s). If employing recycling/refurbishing options, contractors shall include the name, address contact name and phone number of the recycling/refurbishing facility.

- The Neopost distribution center in Memphis, TN does have refurbishment activities for certain products.  
Neopost International Supply Limited  
4650 Hickory Hill Road  
Memphis, TN 38141  
Contact: Kevin Guthrie, 901-433-4019
- Some products are sent to a metal reclamation company.  
SIMS Metal Management  
540 Weakley Ave.  
Memphis, TN 38107  
Contact: Sam Levine, 901-270-0839

8.3.5 Recycle Facility and/or Business Name and Address – Identify name, address, contact name and phone number of the facility performing destruction services.

- Computer products are sent to a separate recycler.  
5R Processors  
3328 Winbrook Dr.  
Memphis, TN 38118  
Contact: Ashley Bolling, 865-457-1621
- Cardboard and paper products are recycled.  
Sonoco Recycling  
704 South Dudley St.  
Memphis, TN 38104  
Contact: Carlene Drew, 901-233-4390

Note: the State of California reserves the right to choose whether the contractor's proposed solution to this requirement will be utilized by the State of California.



# Offeror –Terms and Conditions and Instructions Exceptions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration  
State Procurement Office (ADOA/SPO)

Customer: WSCA/NASPO participating states; AZ  
Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

Offerors shall complete the following Response Form, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

## Response Form Responses

\_\_\_\_ Neopost USA Inc.\_\_\_\_ have read, understand, and shall comply with the Uniform Terms and Conditions and all Solicitation Instructions, the Special Terms and Conditions and the WSCA Terms and Conditions and all other States Terms and Conditions ( located within the Intent to Participates PDF's, within this Proposal. Offerors that accept the RFP's Terms and Conditions and Instructions shall check YES to clearly indicate their acceptance. Offerors who take exception to the Terms and Conditions or any of the Solicitation Instructions shall check NO to clearly indicate their intent to take exception and provide Offeror's suggested language.

YES, I acknowledge that I have read and understand all Terms and Conditions and Instructions and will comply in any resultant contract.

\_\_\_\_ NO, I acknowledge that I have read, understand all Terms and Conditions and Instructions and will comply in any resultant contract with the exceptions listed below.

## Exceptions (If checked NO)

Offerors that take exception to any Terms and Conditions and Instructions shall justify their exception as well as proposing any changes to the State's language with a marked-up copy of the Clause in question, with the Offeror's suggested changes clearly indicated. In such cases, the Offeror shall replace the State's Terms and Conditions and Instructions with their marked-up version, within the appropriate location in the proposed contract documents. Please note: Any terminology requesting to reserve the right to negotiate any Terms and Conditions at a later time or any addition or deletion of language will be additional be viewed as an exception and may negatively affect your score or have the effect of deeming your proposal as non-responsive.

Offeror shall be advised that evaluation scores will be negatively affected by absolute number and/or significance of any exception(s) requested. Anything other than a check of YES will be deemed an exception. Any one exception may have the effect of deeming your proposal as non-responsive.

**POSTAGE METER RENTAL AGREEMENT**

**1. Postage Meter Rental.** In this Postage Meter Rental Agreement (the “Rental Agreement”), the words “You,” “Your” and “Customer” mean the participating agency that issues a purchase order for a postage meter rental with Us. “We,” “Us” and “Our” mean Neopost USA Inc. You agree to rent from Us the postage meter identified on the purchase order, as well as any other products listed on the purchase order, together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs, (the “Postage Meter”) upon the terms stated herein.

**2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service regulations, the Postage Meter(s) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

**3. Rental Fee, Payment and Term.** The initial rental term for the Postage Meter is set forth on the purchase order (“Initial Term”). The rental fee for the Initial Term is also set forth on the purchase order. The Initial Term of this Rental Agreement will begin on the date the Postage Meter is installed. You promise to pay to Us the amounts shown on the purchase order in accordance with the payment schedule set forth thereon, plus all other amounts stated on the purchase order or in this Rental Agreement. You shall make all payments to the address indicated on Our invoice within thirty (30) days of the date of Our invoice. The Postage Meter rental fee does not include the cost of consumable supplies. Except as otherwise provided in Section 19, this Rental Agreement is NON-CANCELABLE during the Initial Term and any Renewal Period (as defined below). Unless You notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to return the Postage Meter at the end of the Initial Term, this Rental Agreement will automatically renew for successive periods of one month each at the same payment amount (each a “Renewal Period”). We will not notify You that the Initial Term or any Renewal Term is ending. You may terminate this Rental Agreement at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so.

**4. Return of Postage Meter and Products.** Upon the termination of this Rental Agreement, unless directed otherwise by Us, You shall, after receiving an Equipment Return Authorization (“ERA”) number from Us, promptly send the Postage Meter and any other products, at Your expense, to any location(s) that We designate, in addition to paying Us Our then-applicable processing fee. The Postage Meter must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

**5. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

**6. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Postage Meter and shall continue performing all of Your other obligations hereunder even if the Postage Meter becomes damaged or there is a loss, and (ii) keep the Postage Meter insured against all risks of loss and damage in an amount at least equal to its full replacement cost.

**7. Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys’ fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**8. Rate Updates.**

**A. Maintenance of Postal Rates.** It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

# neopost<sup>®</sup> TERMS & CONDITIONS

- B. **Rate Updates with Online Services.** If the purchase order indicates that You are enrolled in Our Online Services program, then You will receive periodic updates for Your covered products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such products or Postage Meter. The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine. For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").
- C. **Rate Updates with Rate Change Protection and Software Advantage.** If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the purchase order indicates that You have selected RCP or Software Advantage, You will receive the following updates for Your covered products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered product or Software; and (ii) updates for zip or zone changes that are compatible with Your covered product or Software. If any reprogramming is required because You have moved the products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

**9. UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT REQUIREMENT.** You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms. The Acknowledgment reads as follows:

#### UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT.

1. The meter licensee ("Customer"), hereby acknowledges that it must transfer funds to the United States Postal Service ("Postal Service"), through a lockbox bank ("Lockbox Bank"), for the purpose of pre-payment of postage on computerized meter resetting system ("CMRS")-equipped meters ("Deposit").
2. The Customer may, from time to time, make Deposits in the Lockbox Bank account, identified as: "USPS (Neopost POC)" or "USPS (Hasler TMS)." The Postal Service may, at its discretion, designate itself or a successor as recipient of Deposits by the Customer.
3. Any Deposit made by the Customer shall be credited by the Postal Service only for the payment of postage through CMRS-equipped meters. Such Deposits may be commingled with Deposits of other customers. The Customer shall not be entitled to any interest or other income earned on such Deposits.
4. The Postal Service will provide a refund to the Customer for the remaining balance in a postage meter upon its return. The Lockbox Bank will provide a refund to the Customer for Deposits otherwise held by the Postal Service; provided, however, that no refunds will be made for funds remaining in any postage meter that is reported lost or stolen, if it is not recovered within thirty (30) days from the date of such report. Refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual Transition Book or its successor.
5. The Lockbox Bank, which shall collect funds on behalf of the Postal Service, shall provide Us, on each business day, information as to the amount of each Deposit made to the Postal Service by Customer.
6. The Meter Company may deposit funds on behalf of the Customer. The Postal Service will make no such advances. Any relationship concerning advances is between the Customer and the Meter Company.
7. The Customer acknowledges that the terms and conditions of this Acknowledgement may be changed, modified, or revoked by the Postal Service with appropriate notice.
8. Postal Service regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual Transition Book or its successor. Customer acknowledges that it shall be subject to applicable rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The Postal Service rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

## 10. ADDITIONAL UNITED STATES POSTAL SERVICE TERMS.

- A. To the extent that the activities for which the Postal Service is obligated to perform particular functions, those functions will be governed by the USPS Domestic Mail Manual, as may be amended from time to time, or its successor, in effect at the time of the obligation. Specifically, to the extent that the Postal Service provides refunds to customers using postage evidencing devices, the policy and procedure governing the payment of refunds will be conducted in accordance with the Domestic Mail Manual, as amended, in effect at that time.
- B. If the meter is used in any fraudulent or unlawful scheme or enterprise, or is not used for any consecutive 12 month period, or if the Customer takes the meter or allows the meter to be taken outside the United States without proper written permission of the U.S. Postal Service, Washington, DC 20260-6807, or if the Customer otherwise fails to abide by the signs of postal regulations and this Rental Agreement regarding care and use of the meter, that this Agreement and any related postage meter rental may be revoked. The Customer further acknowledges that any use of this meter that fraudulently deprives the U.S. Postal Service of revenue can cause the Customer to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802). A false statement in this application or the mailing of matter bearing a fraudulent postage meter imprints are examples of violations of these statutes.
- C. The Customer is responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.
- D. The Customer understands that the rules and regulations regarding use of this postage meter as documented in the USPS Domestic Mail Manual may be updated from time to time by the United States Postal Service and it is the Customer's obligation to comply with any current or future rules and regulations regarding its use.

**11. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF ANY PRODUCTS OR POSTAGE METER, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

**12. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS RENTAL AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

**13. Assignment.** No right or interest in this Rental Agreement may be assigned by You, without Our prior written consent.

**14. Notice.** All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when: (i) delivered personally; or (ii) sent by commercial overnight courier with written verification receipt.

**15. Integration.** This Rental Agreement represents the final and only agreement between You and Us regarding Your acquisition of the Postage Meter and any other products or services. There are no unwritten oral agreements between You and Us. This Rental Agreement can be changed only by a signed, written agreement between You and Us.

**16. Severability.** In the event any provision of this Rental Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**17. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Rental Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Rental Agreement.

# neopost TERMS & CONDITIONS

**18. Choice of Law; Venue; and Attorney's Fees.** This Rental Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Connecticut, excluding its conflict of law rules. The state and federal courts in Hartford County in the State of Connecticut shall have the exclusive jurisdiction and venue over all controversies arising out of, or relating to, this Rental Agreement. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs and the court shall be authorized to award such amounts.

## **19. Termination.**

### **19.1 Non-Appropriation.**

a. You warrant and represent that You intend to enter into this Rental Agreement for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Rental Agreement in order to obtain the same or similar equipment from another vendor.

b. You may terminate this Rental Agreement at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Rental Agreement Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Rental Agreement. I confirm that we will not replace the postage meter with similar equipment from any other party in the succeeding fiscal year.

**19.2 Convenience.** You may terminate this Rental Agreement at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

**Note: Neopost USA does not rent equipment on this contract. The above standard rental terms and conditions are for postage meter rental only.**

## POSTAGE METER RENTAL AGREEMENT

**A. SUPPLIER.** Postage meters are rented by Neopost USA Inc. You acknowledge that your rental of any Postage Meter is subject to the terms of Your Product Lease with MailFinance Inc except that (i) any references to MailFinance Inc. are hereby deleted and replaced with Neopost USA Inc.; and (ii) for the purposes of this Postage Meter Rental Agreement, the term Equipment includes the postage meter.

**B. UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT REQUIREMENT.** You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms. The Acknowledgment reads as follows:

### UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT.

1. The meter licensee ("Customer"), hereby acknowledges that it must transfer funds to the United States Postal Service ("Postal Service"), through a lockbox bank ("Lockbox Bank"), for the purpose of pre-payment of postage on computerized meter resetting system ("CMRS")-equipped meters ("Deposit").
2. The Customer may, from time to time, make Deposits in the Lockbox Bank account, identified as: "USPS (Neopost POC)" or "USPS (Hasler TMS)." The Postal Service may, at its discretion, designate itself or a successor as recipient of Deposits by the Customer.
3. Any Deposit made by the Customer shall be credited by the Postal Service only for the payment of postage through CMRS-equipped meters. Such Deposits may be commingled with Deposits of other customers. The Customer shall not be entitled to any interest or other income earned on such Deposits.
4. The Postal Service will provide a refund to the Customer for the remaining balance in a postage meter upon its return. The Lockbox Bank will provide a refund to the Customer for Deposits otherwise held by the Postal Service; provided, however, that no refunds will be made for funds remaining in any postage meter that is reported lost or stolen, if it is not recovered within thirty (30) days from the date of such report. Refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual Transition Book or its successor.
5. The Lockbox Bank, which shall collect funds on behalf of the Postal Service, shall provide Us, on each business day, information as to the amount of each Deposit made to the Postal Service by Customer.
6. The Meter Company may deposit funds on behalf of the Customer. The Postal Service will make no such advances. Any relationship concerning advances is between the Customer and the Meter Company.
7. The Customer acknowledges that the terms and conditions of this Acknowledgement may be changed, modified, or revoked by the Postal Service with appropriate notice.
8. Postal Service regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual Transition Book or its successor. Customer acknowledges that it shall be subject to applicable rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The Postal Service rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

### C. ADDITIONAL UNITED STATES POSTAL SERVICE TERMS.

1. To the extent that the activities for which the Postal Service is obligated to perform particular functions, those functions will be governed by the USPS Domestic Mail Manual, as may be amended from time to time, or its successor, in effect at the time of the obligation. Specifically, to the extent that the Postal Service provides refunds to customers using postage evidencing devices, the policy and procedure governing the payment of refunds will be conducted in accordance with the Domestic Mail Manual, as amended, in effect at that time.
2. If the meter is used in any fraudulent or unlawful scheme or enterprise, or is not used for any consecutive 12 month period, or if the Customer takes the meter or allows the meter to be taken outside the United States without proper written permission of the U.S. Postal Service, Washington, DC 20260-6807, or if the Customer otherwise fails to abide by the signs of postal regulations and this Rental Agreement regarding care and use of the meter, that this Agreement and any related postage meter rental may be revoked. The Customer further acknowledges that any use of this meter that fraudulently deprives the U.S. Postal Service of revenue can cause the Customer to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802). A false statement in this application or the mailing of matter bearing a fraudulent postage meter imprints are examples of violations of these statutes.
3. The Customer is responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a

timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

4. The Customer understands that the rules and regulations regarding use of this postage meter as documented in the USPS Domestic Mail Manual may be updated from time to time by the United States Postal Service and it is the Customer's obligation to comply with any current or future rules and regulations regarding its use.

**ATTACHMENT A**  
**PURCHASE ORDER INFORMATION**

1. Notwithstanding any provision in the Participating Addendum the following shall set forth the Instructions for lease Purchase Order completion.

- Purchase Order for purchases and supplies must be made payable to:  
Neopost USA, Inc.  
478 Wheelers Farms Rd.  
Milford, CT 06461

Note: Authorized dealers are not allowed to accept purchase orders for equipment purchases or supplies only to Neopost USA, Inc.

- Purchase Orders for Leases must be made payable to:  
MailFinance Inc.  
478 Wheelers Farms Rd.  
Milford, CT 06461
- Purchase Orders for year two Maintenance can be made payable to Neopost USA, Inc, or to any authorized Neopost dealer

**COSTARS PROGRAM QUESTIONNAIRE**

**If your firm is awarded a Contract, does it agree to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract? If your answer is "YES", your firm agrees to pay the applicable Administrative Fee (\$1500 or \$500 for Qualified Small Businesses) upon contract award and each contract renewal date.**

**Please Answer:        YES X        NO \_\_\_\_\_**

**If you are asserting that your firm is a Qualified Small Business, have you completed, signed and included with your bid the required Department of General Services Small Business Certification form?**

**Please Answer:        YES \_\_\_\_\_        NO \_\_\_\_\_**

Neopost USA, Inc.  
Corporate or Legal Entity Name

*Lisa Hunt*        5-27-11  
Signature/Date

Lisa Hunt, Director, National and Government Contracts  
Printed Name/Title

**1.1. Key Personnel (Contract Contact)**

Name: John Winslow

Telephone No.: 916 -213-9268

E-Mail: j.winslow@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: Contract Manager, Sales & service provider information

John Winslow has been in the mailing industry for 26 years and currently holds the title of Government Account Manager. John received an MBA from Sacred Heart University in Fairfield, CT. Over his years in the industry, he has received various training courses on the products offered to our customers. John will be the main contact for the State of Arizona and this new contract.

**Administrative Contract Contact**

Name: Tia Zarnetske

Telephone No.: 203-301-3761

E-Mail: t.zarnetske@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: Contract questions / service provider assistance

Tia Zarnetske, National & Government Account Contracts Coordinator has been with Neopost USA for over 12 years and has focused the last 3 years on Government Accounts. She is the current administrative contact for the WSCA contract along with many individual state contracts.

**Administrative Contract Contact**

Name: Janna Beames

Telephone No.: 203-301-3842

E-Mail: J.Beames@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: Contract questions / service provider assistance

Janna Beames, Marketing Development and Sales Support Manager has been in the

mailing industry for 10 years with 5 of those years focused on National and Government Accounts. Janna is accountable for developing and implementing targeted sales strategies and programs specifically for the National and Government account market. She is also responsible for managing and supporting identified national and government customer relationships and contracts including managing our RFX process. In addition, Janna supports our dealer and direct sales channel by providing assistance on National and Government accounts and contracts in their territories.

**Administrative Contract Contact**

Name: Lisa Hunt

Telephone No.: 203-301-3420

E-Mail: L.Hunt@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: Contract questions / service provider assistance

Lisa Hunt has been with Neopost USA for over 20 years and is the Director for National and Government Contracts Compliance. She has been focused on National and Government accounts for the past 6 years. She worked on the original WSCA solicitation and has managed the compliance of that contract during its tenure. She oversees the Sales Support team of Janna Beames and Tia Zarnetske that work exclusively on National & Government contracts management, development and compliance.

**1.2. Key Personnel (Ordering – New Customers)**

Name: John Winslow – Western Region & Contract Contact

Telephone No.: 916-213-9268

E-Mail: j.winslow@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: Sales & Ordering for customers in the following states:

Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, Oregon, Utah,

Washington and Wyoming.

John Winslow has been in the mailing industry for 26 years and currently holds the title of Government Account Manager. John received an MBA from Sacred Heart University in Fairfield, CT. Over his years in the industry, he has received various training courses on the products offered to our customers. John will be the main contact for the State of Arizona and this new contract.

Name: Larry Waters – Southeast Region

Telephone No.: 281-216-4596

E-Mail: L.Waters@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: Sales & Ordering for customers in the following states:

Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas and Puerto Rico

Larry Waters has been in the industry for 25 years and currently holds the title of Government Account Manager. Larry has been through numerous training events held by NGIP, NACUMS and ASBO along with being certified in Address Quality.

Larry previously managed the WSCA contract until moving into a new territory where he managed individual state contracts such as Florida State Contract and TXMAS.

Name: David Nagel – Midwest Region

Telephone No.: 573-489-8860

E-Mail: D.Nagel@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: Sales & Ordering for customers in the following states:

Iowa, Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, North Dakota, Nebraska, Ohio, Oklahoma, South Dakota, Wisconsin

David Nagel currently holds the title of Government Account Manager, is CDIA+ certified and has had extensive training in Government Sales and Marketing, Document Management and Mail Flow Processing. He has over 30 years in government sales including document production and management. He has managed AEPA and other cooperative contracts on a national and regional basis.

Name: Robert Grant – Eastern Region

Telephone No.: 203-301-3112

E-Mail: R.Grant@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: Sales & Ordering for customers in the following states:

Connecticut, Massachusetts, Maryland, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Virginia, Vermont, West Virginia

Robert Grant currently holds the title of Government Account Manager and has been in the industry for over 15 years. He has been trained on the products being offered within this new contract. Robert has extensive experience in managing and selling against government contracts. He is currently the contract manager for the NASPO contract managed out of Massachusetts.

Name: Jim Leiby

Telephone No.: 301-213-2576

E-Mail: J.Leiby@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: Director of Government Sales,

Jim Leiby has over 30 years experience in Sales and Market Development to Government customers. He has a Bachelor of Science and Master of Arts Education. Jim oversees the Government Account managers and the development of any government contract in which Neopost USA is a party to.

### **1.3. Key Personnel (Billing – Current Customers)**

Name: Strategic Relationship Group (SRG)

Telephone No.: 1-800-NEOPOST

E-Mail: government@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: post sale questions

Neopost's Strategic Relationship Group (SRG) is a group of 4 team members who actively assist our National & Government customers with any support they need after the purchase of their equipment. The team email box is monitored daily and there is always a representative working the phone lines. This team is designed to be the point of contact for all customer service needs and will coordinate with internal departments in order to provide a comprehensive resolution to a customer request.

Name: Jean Niro, Manager of Strategic Relationship Group (SRG)

Telephone No.: 203-301-3400

E-Mail: J.Niro@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: Manager of SRG, handles escalated issues

Jean Niro has been with the company for 17 years and prior to managing our SRG team, she was the manager of our order entry group. Jean's extensive and successful customer service and administrative experience allow our SRG team to provide top-level customer service to National & Government account customers.

**1.4. Key Personnel (Customer Service – Service Problems, Outages, SLA Issues)**

Name: Government Accounts Team (additional resources provided after award)

Telephone No.: 1-800-NEOPOST

E-Mail: government@neopost.com

Mailing Address: Neopost USA Inc

478 Wheelers Farm Rd.

City: Milford

State: CT Zip: 06461

Contract Responsibility: basic service consultation, equipment capabilities



# Offeror Response Form – Authorized Dealers/Partners/Sales and Service Provider List

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office

Customer: WSCA/NASPO participating states; AZ  
Statewide (state agencies & cooperative partners)

Description: **Mailing room Equipment, Supplies and Maintenance**

**State: Mississippi**

Dealer Name: 3279326 – Memphis Communications Corporation  
 Dealer Address: 4771 Summer Ave, Memphis, TN 38122  
 Single Point of Contact: Shane Berry  
 Title: Dealer Principle  
 Phone Number: 901-725-9271  
 Fax Number: 901-272-3577  
 Email address: shaneb@memphiscommunications.net  
 Web address (if applicable): \_\_\_\_\_  
 Geographic area of coverage in each state for each dealer: Alcorn, Benton, Bolivar, Calhoun, Chickasaw, Coahoma, Desoto, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Yalobusha

**State: Mississippi**

Dealer Name: 3566288 – Copy Products Mailing Systems  
 Dealer Address: 910 E Cervantes Street, Pensacola, FL 32501  
 Single Point of Contact: Roger Wallace  
 Title: Dealer Principle  
 Phone Number: 850-432-1580  
 Fax Number: 850-432-8666  
 Email address: rwallace@copyproductscompany.com  
 Web address (if applicable): \_\_\_\_\_  
 Geographic area of coverage in each state for each dealer: Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jones, Lamar, Pearl River, Perry, Stone, Wayne

**State: Mississippi**

Dealer Name: 3575221 – Advantage Business Systems  
 Dealer Address: 5442 Executive Place, Jackson, MS 39206  
 Single Point of Contact: Scott Day  
 Title: Dealer Principle  
 Phone Number: 601-362-9192  
 Fax Number: 601-982-2656  
 Email address: mwilliams@absms.com  
 Web address (if applicable): \_\_\_\_\_  
 Geographic area of coverage in each state for each dealer: Adams, Amite, Attala, Carroll, Choctaw, Claiborne, Clarke, Clay, Copiah, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Kemper, Lauderdale, Leake, Lincoln, Lowndes, Madison, Marion, Montgomery, Neshoba, Newton, Noxubee, Oktibbeha, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Webster, Wilkinson, Winston, Yazoo

**State: Missouri**

Dealer Name: 3010511 – Lineage Kansas City  
 Dealer Address: 11555 West 83 Terrace, Lenexa, KS 66214  
 Single Point of Contact: Tony Kuchta  
 Title: Dealer Principle  
 Phone Number: 913-888-0333  
 Fax Number: 913-888-6957  
 Email address: tkuchta@trustlineage.com  
 Web address (if applicable): \_\_\_\_\_  
 Geographic area of coverage in each state for each dealer: Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Clay, Clinton, Daviess, DeKalb, Gentry, Grundy, Harrison, Henry, Holt, Jackson, Johnson, Lafayette, Livingston, Mercer, Nodaway, Platte, Ray, St. Clair, Worth



# Offeror Response Form – Authorized Dealers/Partners/Sales and Service Provider List

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office

Customer: WSCA/NASPO participating states; AZ  
Statewide (state agencies & cooperative partners)

Description: Mailing room Equipment, Supplies and Maintenance

State: Missouri

Dealer Name: 3351501 – Oklahoma Mailing Equipment

Dealer Address: 5125 S Garnett Rd, Suite F, Tulsa, OK 74146

Single Point of Contact: David Riesen

Title: Dealer Principle

Phone Number: 918-664-2588

Fax Number: 918-664-2603

Email address: david@omecorp.com

Web address (if applicable): \_\_\_\_\_

Geographic area of coverage in each state for each dealer: Barry, Barton, Cedar, Christian, Dade, Dallas, Douglas, Greene, Howell, Jasper, Laclede, Lawrence, McDonald, Newton, Ozark, Poke, Stone, Taney, Vernon, Webster, Wright

State: Missouri

Dealer Name: 3714981 – Sumner Group d/b/a Image Technologies of Missouri

Dealer Address: 2121 Hampton Ave, St. Louis, MO 63139

Single Point of Contact: Fred Weaver

Title: Dealer Principle

Phone Number: 800-874-4911

Fax Number: 573-875-6104

Email address: fweaver@sumner-group.com

Web address (if applicable): \_\_\_\_\_

Geographic area of coverage in each state for each dealer: Adair, Audrain, Benton, Boone, Callaway, Camden, Chariton, Cole, Cooper, Crawford, Dent, Hickory, Howard, Knox, Linn, Macon, Maries, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Phelps, Pulaski, Putnam, Randolph, Saline, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas.

State: Missouri

Dealer Name: 9823000 – Mailing Methods Inc.

Dealer Address: 8850 Sterling Place, Caseyville, IL 62232

Single Point of Contact: Joe Rule

Title: Dealer Principle

Phone Number: 618-397-7776

Fax Number: 618-397-1016

Email address: jrule@mailingmethods.com

Web address (if applicable): \_\_\_\_\_

Geographic area of coverage in each state for each dealer: Booninger, Butler, Cape Girardeau, Carter, Franklin, Gasconade, Iron, Jefferson, Lincoln, Madison, Mississippi, Oregon, Perry, Reynolds, Ripley, St. Louis, Scott, St. Charles, St. Francois, St. Louis, Ste Genevieve, Stoddard, Warren, Washington, Wayne

State: Missouri

Dealer Name: 6343000 – Watts Postage Systems, Inc.

Dealer Address: 2860 Stanton Avenue, Springfield, IL 62703

Single Point of Contact: Brent Schmalshof

Title: Dealer Principle

Phone Number: 217-529-6697

Fax Number: 217-585-2298

Email address: watts@wattscopy.com

Web address (if applicable): \_\_\_\_\_

Geographic area of coverage in each state for each dealer: Clark, Lewis, Marion, Pike, Ralls



# Offeror Response Form – Authorized Dealers/Partners/Sales and Service Provider List

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office

Customer: WSCA/NASPO participating states; AZ  
Statewide (state agencies & cooperative partners)

Description: Mailing room Equipment, Supplies and Maintenance

**State: Missouri**

Dealer Name: 3279326 – Memphis Communications Corporation  
 Dealer Address: 4771 Summer Ave, Memphis, TN 38122  
 Single Point of Contact: Shane Berry  
 Title: Dealer Principle  
 Phone Number: 901-725-9271  
 Fax Number: 901-272-3577  
 Email address: shaneb@memphiscommunications.net  
 Web address (if applicable): \_\_\_\_\_  
 Geographic area of coverage in each state for each dealer: Dunklin, New Madrid, Pemiscot

**State: Montana**

Dealer Name: 2654999 – Addco Office Systems  
 Dealer Address: 2621 Overland Ave, Ste B, Billings, MT 59102  
 Single Point of Contact: Kent Nauman  
 Title: Dealer Principle  
 Phone Number: 406-651-9454  
 Fax Number: 406-651-0026  
 Email address: kent@addcomt.com  
 Web address (if applicable): \_\_\_\_\_  
 Geographic area of coverage in each state for each dealer: Big Horn, Blaine, Carbon, Carter, Custer, Dawson, Fallon, Fergus, Gallatin, Garfield, Golden Valley, McCone, Musselshell, Park, Petroleum, Phillips, Powder River, Prairie, Rosebud, Stillwater, Sweet Grass, Treasure, Wheatland, Wibaux, Yellowstone,

**State: Montana**

Dealer Name: 7233000 – Western Business Equipment, Inc.  
 Dealer Address: 1245 W. Broadway, Missoula, MT 59802  
 Single Point of Contact: Paul Gierach  
 Title: Dealer Principle  
 Phone Number: 406-549-6488  
 Fax Number: 406-721-5557  
 Email address: paul@wbemt.com  
 Web address (if applicable): \_\_\_\_\_  
 Geographic area of coverage in each state for each dealer: Beaverhead, Broadwater, Cascade, Chouteau, Deer Lodge, Flathead, Glacier, Granite, Hill, Jefferson, Judith Basin, Lake, Lewis and Clark, Liberty, Lincoln, Madison, Meagher, Mineral, Missoula, Pondera, Powell, Ravalli, Sanders, Silver Bow, Teton, Toole

**State: Montana**

Dealer Name: 7253000 – Gaffaney's of Williston, Inc.  
 Dealer Address: PO Box 910, Williston, ND 58802  
 Single Point of Contact: Ken Kuntz  
 Title: Dealer Principle  
 Phone Number: 701-572-6381  
 Fax Number: 701-572-1036  
 Email address: kkuntz@wgaffaney.com  
 Web address (if applicable): \_\_\_\_\_  
 Geographic area of coverage in each state for each dealer: Daniels, Richland, Roosevelt, Sheridan, Valley

# Neopost USA Maintenance Program WSCA-NASPO – Terms

## NEOPOST USA MAINTENANCE TERMS

This document Shall become a material part of your contract with Neopost and it provides the details regarding Neopost's Maintenance Program.

Neopost Inc. agrees to provide and the Customer agrees to accept maintenance service on the equipment listed, at the annual charges indicated in the attached Product Catalog in accordance with the following terms and conditions:

- 2 hour response time to all written or oral notices of a service requirement due to an equipment breakdown.
- A Service Technician shall be on site within 24 hours
- Replacement part shall be received within 24 hours
- Any and all technical support is included in maintenance agreement
- All return service calls and onsite responses shall be made during Participating Entity business hours (7:00AM – 6:00PM) unless otherwise, mutually agreed to in writing beforehand by the Contractor and the Participating Entity. The contractor shall charge a rate not to exceed their Time and Materials- outside business hours, weekends, and holidays rate as proposed in the Price and Pricing spreadsheet for the applicable category. For example; If a Participating Entity need an installation for production equipment to begin at 5:00 AM, The installation should take a total of six hours the Participating Entity and Contractor would agree to in writing before any work has begun to pay a rate not exceeding the one supplied in the Price and Pricing spreadsheet for Time and Materials outside of business hours for the hours for production equipment for the hours of 5:00 am to 7:00 AM and then regular hourly rates for the work from 7:00 AM to 11:00 AM. If the installation only took a total of five hours the Contractor shall only charge for the actual hours worked. If additional time is needed there shall be a mutually agreed upon amount, in writing, before the additional work is performed.
- All parts that require maintenance by a service technician are to be included and considered part of the yearly service maintenance plan, filed/defective parts shall be replaced at no additional charge to the Participating Entity.
- Routine consumable supplies shall be billed separately from service maintenance payments.
- If the equipment includes licensed software, the Contractor shall provide software support.
- All payments for maintenance service shall be invoiced by and made to the Contractor.
- Any Purchasing Entities that require 4 hour on-site response time as well as a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.

## COVERED UNDER MAINTENANCE AGREEMENT

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Neopost agrees to provide the parts and labor associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by Neopost. Neopost may, at its option, designate a dealer/reseller to provide Maintenance Services. Neopost, in its sole discretion, may service the Products by replacing it with new, or like-new Products; provided that such replacement products are substantially similar to the Products. Neopost will offer loaner equipment of equal or greater value to any agency in which the equipment is rendered inoperable for a total time exceeding two business days.

## FEES AND WHEN THEY ARE DUE:

- **For Purchased Products:**  
Customer shall commence paying for the Maintenance Services on purchased Products 12 months after delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.
- **For Leased Products:**  
If the Products are being leased from MailFinance Inc. and the Maintenance Fee has been included

In the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, 12 months after lease commences. Or the 12 month warranty may be prorated over the full lease term to create an even payment stream.

- **Zoning Fees:**

- Zone 1 - Maintenance for equipment located within a 50 mile radius of the local servicing location will be charged at the prices listed within the WSCA-NASPO Contract and will not incur any additional charges.
- Zone 2 - Maintenance for equipment located outside of a 50 mile radius but inside of a 150 mile radius of the local service location will incur a 15% uplift to the maintenance prices listed within the WSCA-NASPO Contract.
- Zone 3 - Maintenance for equipment located outside of a 150 mile radius will incur a 25% uplift in the maintenance prices listed within the WSCA-NASPO Contract.

- **Other Fees:**

In addition to the Maintenance Fees, Customer agrees to pay for: (a) labor, parts, and expenses for maintenance or repair that is part of an Excluded Service (as defined below). All Additional Charges shall be at Neopost's then-current published rates for time and materials.

All payments for Maintenance Services are nonrefundable. Neopost may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term.

#### **TERM OF THE MAINTENANCE SERVICES**

- **For Purchased Products:**

Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless Customer provides ninety (90) days written notice to Neopost prior to the end of the Initial Maintenance Term, (or any renewal term), the Maintenance Services shall automatically renew for an additional one (1) year.

- **For Leased Products:**

The term of the Maintenance Services for Leased Products will be equal to the term of the lease as specified in the Agreement.

#### **REQUEST FOR MAINTENANCE SERVICE**

In order to receive Maintenance Services on the Products, the agency must notify Neopost's National Service Dispatch Center of a need for service. Neopost may, at its sole discretion, attempt to resolve Products performance issues over the telephone. If Neopost determines that on-site service is necessary, Neopost shall provide such on-site service in accordance with the terms set forth herein.

#### **NOT COVERED BY THE NEOPOST MAINTENANCE PROGRAM**

Maintenance Services do not include:

- De-installation of the Products, or moving the Products (however these services are available for an additional fee);
- Maintenance or repairs made necessary by the failure of Customer to maintain or use the Products in conformance with Neopost's specifications;
- Maintenance or repairs made necessary by changes in the design of the Products made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Products by Customer;
- Maintenance or repairs made necessary by accidents
- Maintenance or repairs made necessary by the negligence of Customer;
- Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Neopost or its authorized service representatives;

- Damage or repair necessitated by Customer relocation of the Products;
- Maintenance or repairs made necessary because Customer has exceeded the published performance specifications or recommended monthly volume limits for the Products;
- Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with Neopost's specifications;
- Recovery of any customer data stored within Neopost Products or the maintaining of any back up data;
- Rebuilding or major overhauls which Neopost determines are necessary ("Reconditioning")

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Neopost and application configuration and set-up. In the event Customer requests Neopost to perform an Excluded Service, Customer shall pay Neopost its then current hourly rate for those services, as well as Neopost's then-current price for any parts required in connection with such services.

## **RESPONSIBILITIES OF THE AGENCY**

**CUSTOMER'S MAINTENANCE OBLIGATIONS:** Customer agrees to maintain the Products in accordance with Neopost's published specifications. Except as specified and approved by Neopost, Customer shall not perform, or permit third parties to perform, maintenance or repair on the Products.

**COPIES OF DATA:** Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Neopost performing Maintenance Services.

**USE OF NEOPOST SUPPLIES:** If the Customer uses other than Neopost supplies, and if such supplies are defective or unacceptable for use in Neopost machines and cause abnormally frequent service calls or service problems, then Neopost may, at its option, assess a surcharge or terminate the Maintenance Services. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this Agreement; however, that the Customer uses only Neopost authorized supplies.

**ENVIRONMENT/ELECTRICAL:** Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to insure optimum performance by the Neopost Products, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.

**COMPLETE SYSTEM COVERAGE:** All Neopost components (hardware and software) used in a system must be covered under Maintenance Services ("Complete System Coverage"). For example, a customer may not obtain Maintenance Services only for a mailing machine if it is used with a separate scale. In that case, the Customer would also need to purchase Maintenance Services for the scale. If a customer refuses to obtain Complete System Coverage, Neopost may terminate the Maintenance Services on any Product that is otherwise covered by such Maintenance Services.

**ACCESS TO PRODUCTS:** Customer shall allow Neopost full and free access to the Products and the use of necessary data communications facilities and equipment at no charge to Neopost.

**PRODUCT MODIFICATIONS:** Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Products without Neopost's prior written approval.

## **YOU NEED TO KNOW**

**Neopost may terminate the Maintenance Services, upon written notice to Customer, if:**

- **Customer defaults on any payment due under this Agreement;**
- **The Products exceed the maximum monthly or lifetime cycle counts for such Products;**
- **The Products are modified, damaged, altered or serviced by personnel other than the Neopost Authorized Personnel;**
- **Parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Products;**
- **Customer refuses to obtain Complete System Coverage;**

- Any services are necessary because Customer has done (or failed to do) something that requires the performance of an Excluded Service;
- Customer decides not to proceed with any Reconditioning that is deemed necessary by Neopost. Furthermore, if the Products are being leased, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.

## Business Inquiry

 HOME  HELP

### Business Details

Business Name: **NEOPOST USA INC.**

Citizenship/State Inc: **Foreign/DE**

Business ID: **0067478**

Last Report Filed Year: **2013**

Business Address: **478 WHEELERS FARMS RD,  
MILFORD, CT, 06461**

Business Type: **Stock**

Mailing Address: **478 WHEELERS FARMS RD,  
MILFORD, CT, 06461**

Business Status: **Active**

Date Inc/Registration: **Nov 08, 1977**

Name in State of INC: **NEOPOST USA INC.**

### Principals Details

Name/Title	Business Address	Residence Address
KIRK SHANKLE CORP SECRETARY	478 WHEELERS FARMS ROAD, MILFORD, CT, 0461	478 WHEELERS FARMS ROAD, MILFORD, CT, 06461
CHRISTOPHER M. O'BRIEN VICE PRESIDENT	478 WHEELERS FARMS ROAD, MILFORD, CT, 0461	478 WHEELERS FARMS ROAD, MILFORD, CT, 06461
DENNIS P. LESTRANGE PRESIDENT	478 WHEELERS FARMS ROAD, MILFORD, CT, 06461	478 WHEELERS FARMS ROAD, MILFORD, CT, 06461

[View All Principals\(4\)](#)

### Agent Summary

Agent Name **CORPORATION SERVICE COMPANY**

Agent Business Address **50 WESTON STREET, HARTFORD, CT, 06120-1537**

Agent Residence Address **NONE**

[Back](#)

[View Filing History](#)

[View Name History](#)

[View Shares](#)

NEOPOST USA INC.

DUNS: 080708241 CAGE Code: 61985

Status: Active

478 WHEELERS FARMS RD

MILFORD, CT, 06461-0000 ,

UNITED STATES

### Entity Overview

#### Entity Information

**Name:** NEOPOST USA INC.

**Business Type:** Business or Organization

**POC Name:** Isabelle Zimmerman

**Registration Status:** Active

**Activation Date:** 05/13/2014

**Expiration Date:** 05/13/2015

#### Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1725.20140509-1810

WWW2

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of July 20 14

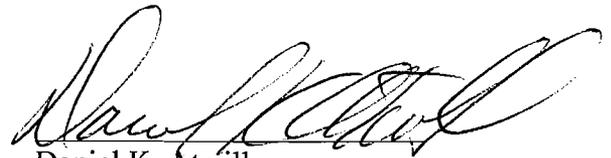
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does approve the request by VH Properties LLC to approve a revised Final Development Plan for the Midway USA Campus on 21.51 acres, more or less, located at 5885 W Van Horn Tavern Rd., Columbia.

Done this 29th day of July, 2014.

ATTEST:

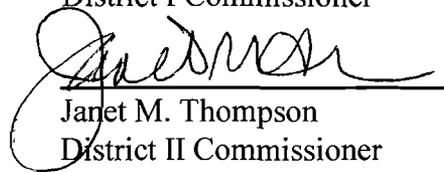
Wendy S. Noren  
Wendy S. Noren *my*  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of July 20 14

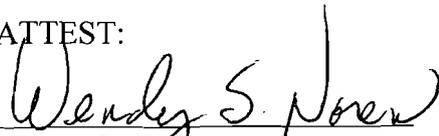
the following, among other proceedings, were had, viz:

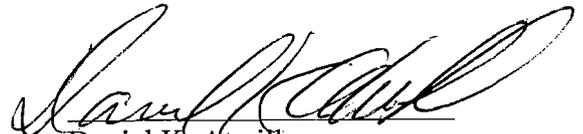
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

1. Greenwood Acres. S22-T51N-R12W. A-2. Melvin and Shirley Greenwood, owners. David T. Butcher, surveyor.
2. Wilhoit. S6-T48N-R11W. A-R. James C Abernathy, owner. David T. Butcher, surveyor.
3. West Wind Farm. S22-T51N-R13W. A-2. Byron and Catherin Fulkerson, owners. Ronald G. Lueck, surveyor.

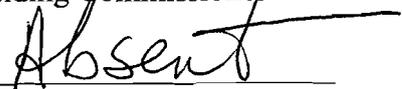
Done this 29th day of July, 2014.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby accept the Security Agreement and Letter of Credit for construction of a new horse barn at 4000 North Caruthers Ave., Columbia, MO. It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Stormwater Erosion and Sediment Control Security Agreement.

Done this 29th day of July, 2014.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Absent*

Karen M. Miller  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: 7/15/14

Developer/Owner Name: Sara Potterfield  
Address: 4000 North Caruthers Ave., Columbia, MO 65202

Development: New Horse Barn Construction

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at the Sara Potterfield Horse Barn. The SWPPP and ESC was prepared by Crockett Engineering on April 18, 2014.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 7-15-2016, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$34,609.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by Boone County Bank for a term of XX months.
- Corporate surety bond issued to Boone County, Missouri

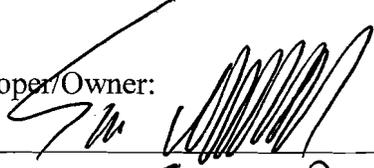
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the letter of credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to 7-15-2016, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing the letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on 7-15-2016, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the letter of credit to the account then-designated by the Boone County Treasurer. If the total sum of the letter of credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: 

Printed Name: Sara Potterfield

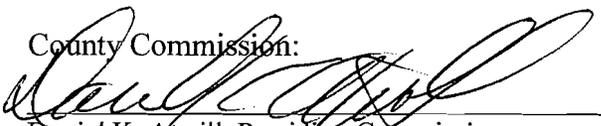
Title: Owner

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

  
Stan Shawver, Director Resource Management

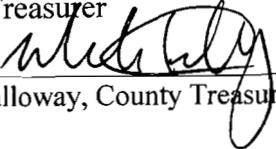
County Commission:

  
Daniel K. Atwill, Presiding Commissioner

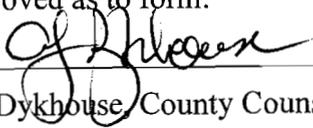
Attest:

  
Wendy S. Noren, Boone County Clerk

County Treasurer

  
\_\_\_\_\_  
Nicole Galloway, County Treasurer

Approved as to form:

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

**ORIGINAL**



IRREVOCABLE LETTER OF CREDIT

NO. 2100500480

DATE: 7/15/14

Amount: \$34,609.00

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on Landmark Bank for the account of Sara Potterfield up to an aggregate amount of \$ 34,609.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Landmark Bank Letter of Credit #2100500480 Dated 7/15/14."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before 7/15/14, provided further that upon such expiration, either at 7/15/16, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

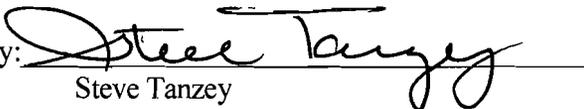
This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to Landmark Bank within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:   
Steve Tanzey  
Senior Vice President

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of July 20 14

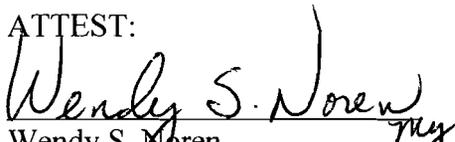
the following, among other proceedings, were had, viz:

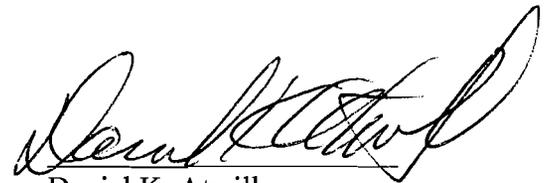
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the 13<sup>th</sup> Circuit Court to establish a budget for the Juvenile Justice Educational Regional Training Initiative Grant.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Judicial Grants	State Reimb./Grant Program/Other		1,500
1243	71101	Judicial Grants	Professional Services		1,500

Done this 29th day of July, 2014.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 District II Commissioner





**STATE OF MISSOURI  
OFFICE OF STATE COURTS ADMINISTRATOR  
REQUEST FOR PROPOSAL**

RFP NO: OSCA 15-004

TITLE: Juvenile Justice Education Regional Training Initiative

ISSUE DATE: TBD

CONTACT: Russell Rottmann

PHONE NO: (573) 522-6766

E-MAIL: osca.contracts@courts.mo.gov

**PROPOSAL DUE DATE:** Proposals will be accepted on an ongoing basis until funds are no longer available. Qualifying projects will be reviewed before funding is authorized.

**RETURN PROPOSAL TO:** Office of State Courts Administrator  
Attn: OSCA Contracts  
P O Box 104480  
Jefferson City, MO 65110-4480

**CONTRACT PERIOD:** Date of Award through June 30, 2015

**SIGNATURE REQUIRED**

PRESIDING JUDGE SIGNATURE <i>[Signature]</i>	DATE 5/28/14
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE <i>[Signature]</i>	DATE 5/28/14
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE CIRCUIT IS INCLUDED IN PROPOSAL)	DATE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	DATE
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE CIRCUIT IS INCLUDED IN PROPOSAL)	DATE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	DATE
Court 13 <sup>th</sup> Circuit	
MAILING ADDRESS 701 E. Walnut	
CITY, STATE, ZIP Columbia, MO 65201	
CONTACT PERSON Tara Eppy	TITLE Intake and Evaluations Coordinator
PHONE NUMBER 573-886-4450	FAX NUMBER 573-886-4461
E-MAIL ADDRESS Tara.Eppy@courts.mo.gov	

**NOTICE OF AWARD (OSCA USE ONLY)**

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <b>APPROVED AS SUBMITTED</b>		
CONTRACT NO. <b>OSCA 15-004-01</b>	CONTRACT PERIOD <b>July 1, 2014 through June 30, 2015</b>	
CONTRACTS COORDINATOR <i>[Signature]</i>	DATE <b>7/2/2014</b>	DEPUTY STATE COURTS ADMINISTRATOR <i>[Signature]</i>

1. **INTRODUCTION**

The Juvenile Division Education Committee (JDEC) through the Office of State Court Administrator (OSCA) is seeking proposals from circuit courts interested in sponsoring locally relevant professional development for juvenile and family court staff. A court may work independently, but collaboration with other courts in a regional effort is preferred. Participants may include but is not limited to, juvenile court staff, juvenile detention staff, juvenile and family court judges and commissioners, attorneys for juvenile officers, guardian ad litem and circuit clerk staff.

Proposals will be accepted through fiscal 2015 (July 1, 2014 through June 30, 2015) until funds are no longer available. Funding for regional training for future years will be considered by the JDEC based upon the success of this year's awards and the amount of state funds available. Qualifying projects will be reviewed and funded on an as requested basis.

The funding allows for *reimbursement* to the county treasurer on behalf of the juvenile and family courts for the costs associated with the development and implementation of approved professional development courses.

OSCA will review and provide recommendations to the JDEC. The JDEC will have final approval based on the merits of each proposal received and the availability of funds.

Limited funding is being provided through the JDEC from general revenue. Award amounts to any court may be limited to \$1,500 per day.

Courts may submit more than one proposal and may be funded for more than one proposal if funding is available.

2. **PROGRAM KEY COMPONENTS**

Funding will only be awarded for programs that fully integrate the use of at least one of the ten (10) core skills and competencies for juvenile justice staff recommended by the Supreme Court of Missouri. The ten (10) core competencies are:

- Courtroom Skills;
- Knowledge of Statutes, Juvenile Code and Supreme Court Rule;
- Ability to Communicate Effectively;
- Interviewing Skills;
- Knowledge of Community and Statewide Resources;
- Case Management Skills;
- Documentation – Ability to Prepare Written Reports;
- Basic Computer Skills;
- Professionalism; and
- Safety.

Programs may also adhere to the juvenile justice training standards recommended by the Supreme Court of Missouri. These standards are:

- Educational Requirements;
- Function and Jurisdiction of the Courts;
- Judicial Department Organizational Structure (state and local);
- Office of State Courts Administrator;
- Local Government;
- Personnel Policy and Appointing Authority;

- Sexual Harassment Awareness and Gender Fairness;
- Confidentiality;
- Supreme Court of Missouri rules and Missouri Statutes;
- Liability Issues; and
- Ethics.

### 3. **APPROVED TRAINING PROGRAMS**

The following is a list of JDEC approved programs that courts may use, but are not limited to:

- Adolescence Issues;
- Change Management;
- Child Decision Making;
- Collaboration;
- Creative Resource Development;
- Customer Service;
- Defusing Anger;
- Ethics;
- Fostering a Learning Environment;
- Generational Differences;
- Grammar Skills for Written Reports and Testimony;
- Juvenile Offender Classification;
- Leadership Essentials;
- Situational Awareness;
- Technology Facilitated Crimes against Children; and
- Use of Risk and Needs Classification Systems.

### 4. **EVALUATION AND AWARD CRITERIA**

Awards will be made by the JDEC based on a determination that the proposed training program incorporates content that address at least one (1) of the core skills and competencies for juvenile justice staff as recommended by the Supreme Court of Missouri. Proposals may also address the juvenile justice training standards, as recommended by the Supreme Court of Missouri. Cost efficiency of the proposal will be considered. Circuits are encouraged to submit proposals for no less than fifteen (15) staff per session.

OSCA agrees to provide technical assistance to each juvenile or family court in the preparation and presentation of the program. This technical assistance may include, but is not limited to:

- Meeting room rentals,
- Equipment rentals,
- Purchase or reproduction of training materials,
- Setup group luncheons for participants on the days of training and
- Preparation of speaker agreements as needed.

(Note: State and County employees must follow section 105.454 RSMo. No elected or appointed official or employee of the state or any political subdivision thereof, serving in an executive or administrative capacity, shall:

- (1) Perform any service for any agency of the state, or for any political subdivision thereof in which he or she is an officer or employee or over which he or she has supervisory power for receipt or payment of any compensation, other than of the compensation provided for the performance of his or her official duties, in excess of five hundred dollars per transaction or five thousand dollars per annum, except on transactions made pursuant to an award on a contract let or

sale made after public notice and competitive bidding, provided that the bid or offer is the lowest received;

Requests for technical assistance should be directed to Curt Hendricks at (573) 526-8307 or via e-mail at [Curt.hendricks@courts.mo.gov](mailto:Curt.hendricks@courts.mo.gov).

**5. CATEGORY OF ELIGIBLE FUNDS**

Juvenile or family courts may request funds to reimburse for the costs associated with the following categories **only**:

**a. Contractor Services:**

Juvenile or family courts may request contractual services funding for the purpose of providing speaker fees through the use of a speaker agreement. Contractual services funding may also be requested for the rental of meeting spaces or contracting for the purchase of lunch for program participants.

**b. Resource Materials:**

Funds may be awarded to purchase or reproduce resource materials to be distributed to training attendees. Resource materials may include videos, books, brochures and pamphlets related to the training topic.

**c. Equipment Rental:**

Equipment rental requests such as a laptop or multimedia projector may be included in the application but only if required for the training session. No computer equipment purchases will be funded through this initiative.

**d. Administrative Costs and Supplies:**

Funds may be awarded to purchase supplies required for the training session and to cover the travel costs for guest speakers.

**6. AWARD CRITERIA**

**Selection**

The JDEC maintains the discretion to adjust, in whole or in part, each training request based upon the reasonableness of each request and the availability of funds.

Priority will be given to juvenile or family courts that can demonstrate programmatically or statistically how their proposed training will relate to real world issues or problems, especially where the training will contribute to staff capacity and professional development that addresses those issues or problems.

Awards will be made by the JDEC based upon the merits of each proposal.

**Terms of Awards**

All approved requests for reimbursement must be received at OSCA no later than June 15, 2015 to ensure reimbursement.

Juvenile or family courts are encouraged to:

- Maximize the use of the available funds by collaborating with other circuits to jointly provide training programs that one circuit would otherwise be unable to afford or sustain.
- Collaborate with other agencies and service providers to maximize the use of existing resources in the community, thereby reducing the amount of funding needed through this award.

If it appears that a juvenile or family court will not use all funds awarded, the JDEC may, at its discretion, reduce the amount of reimbursement funds to the juvenile or family court and distribute those funds as needed.

Any funds awarded cannot be used to supplant existing local or state funds. Supplanting refers to using these funds to replace funds normally available and currently received from local or state sources.

**7. REIMBURSEMENT OF COSTS**

No payments will be made directly to any contracted providers except when OSCA contracts separately with speakers. This will require that the county pay for these services up front. OSCA anticipates a 2-4 week turnaround on reimbursement. All reimbursements shall be made to the county treasurer. If more than one county is included in the proposal, the application must designate the county treasurer to whom all reimbursements are to be sent.

**Note:** This issue may need to be addressed with your county treasurer when planning your training proposal.

Invoices must be submitted by the juvenile or family court to OSCA, PO Box 104480, Jefferson City, MO 65110-4480, and Attention: Curt Hendricks, no later than thirty (30) days upon the completion of the training. A completed Certificate of Compliance form must be mailed with copies of invoices. Certificate of Compliance forms will be provided upon an awarded contract prior to the start of the contract period.

Copies of all invoices and other supporting documentation must be attached and submitted to OSCA with the Certificate of Compliance requesting reimbursement.

**8. APPLICATION REQUIREMENTS**

All juvenile or family courts desiring to apply for funding for costs associated with the training should complete the application located at Attachment A. Priority will be given to juvenile or family courts for award of funds as stated in section #6 above.

Proposals must be signed by the Presiding Judge or if applicable, the Family Court Administrative Judge. If a joint application is submitted, the Presiding Judge or Family Court Administrative Judge of each participating circuit must sign the application.

Proposals may be sent by:

- E-mail to [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov); or
- Regular mail to the address on the cover page.

Proposals must include the following:

- The name of the proposed professional training;
- Juvenile or family court submitting the application;
- Proposed training date(s); and
- Location of training.

**Budget**

Justifications for budgets should include the total amount requested and an itemized budget for each funding category requested. The funding categories are listed below.

- a. Contractual Services;
- b. Resource Materials;
- c. Equipment; and

d. Administrative costs and supplies.

Each proposal must provide the name of a single county treasurer to which all reimbursements will be made. Payments will not be made to multiple counties.

Family Court and the Juvenile Officer is required. If a joint proposal is being submitted, the Presiding Judge or Administrative Judge of the Family Court and the Juvenile Officer of each participating circuit must sign the proposal. (Attach additional sheets if necessary.)

Circuit Number:	
Judge _____	Juvenile Officer _____

Circuit Number:	
Judge _____	Juvenile Officer _____

Circuit Number:	
Judge _____	Juvenile Officer _____

Circuit Number:	
Judge _____	Juvenile Officer _____

## Attachment A

### JUVENILE JUSTICE EDUCATION REGIONAL TRAINING INITIATIVE PROPOSAL

Circuit(s) Applying	Location of Educational Session List city	Proposed dates
13 <sup>th</sup> Circuit	Columbia, Missouri	August 6-8, 2014

Name of Training: Utilizing Cognitive Behavioral Interventions with Juvenile Offenders

#### Educational Topics

This training will focus on two of the Core Competencies and Skills recommended by the Supreme Court of Missouri—Ability to Communicate Effectively and Interviewing Skills. This training is designed for juvenile officers, residential treatment/detention staff, and related professionals. The goal of this training is to provide participants with tools that will assist them with implementing effective techniques in risk reduction utilizing cognitive behavioral interventions. Participants gain an understanding of effective techniques that will allow them implement these practices into everyday duties. The participants will be involved in small group exercises; large group exercises; and individual exercises throughout the training.

Specific topics include: Utilizing risk, need, and responsivity to drive case planning focused on core correctional factors; effective techniques for risk reduction; cognitive behavioral interventions; identifying antisocial attitudes; effective programming in the context of probation; what is a low, moderate, and high risk offender; overcoming barriers for success; understanding responsivity; common responsivity factors for offenders; the stages of change and the appropriate responses for each stage; techniques for building motivation; how to communicate with offenders; establishing rapport; identifying targets for change and setting goals; identifying thoughts versus feelings; how to change thoughts using thought blockers and cost benefit analysis; how to avoid escalation, techniques for de-escalation; the importance of modeling; characteristics of an effective model; behaviors that should be modeled; how to use reinforcements in a probation setting; what are different types of reinforcements; guidelines for using reinforcements; the importance of evaluating change in offenders; what to look for when evaluating change; how to measure change; and when to measure change. Motivational interviewing techniques will be taught, modeled and practiced throughout this training.

Through lecture, discussion, and group exercises participants in this training will learn, hone, and practice skills essential to facilitating individual interventions and skill based groups utilizing a cognitive behavioral approach to effectively reduce criminal thinking and behavior with delinquent offenders.

Outline of Topics includes: Effective Correctional Programming; Research Driven Decision Making; Strength Based Strategies and Case Reviews; and Cognitive Behavioral Intervention Techniques with Groups.

## Learning Objectives

Participants will gain an understanding of effective techniques for risk reduction in work with high risk offenders; including an examination of risk assessment, criminogenic needs, responsivity, and cognitive behavioral interventions. Lecture and discussion, as well as small and large group exercises will be utilized to teach these practical techniques that can be incorporated into everyday work for probation staff, treatment providers, counselors, educators, and law enforcement personnel.

## Proposed Speaker(s): describe

John Aarons: Mr. Aarons earned his BS Degree from the University of Oregon, Department of Human Development and Performance and his MS Degree from the University of Oregon in Interdisciplinary Studies; combining the disciplines of counseling and corrections. He has been employed in the field of Juvenile Justice for over 30 years holding positions in secure programs, intensive probation, probation, program development, supervision, and now management. He is currently the Assistant Division Manager of Lane County Division of Youth Services, in Eugene.

John is a founding member of the OJDDA/OYA Training Team and he has been a faculty member of the National Council of Juvenile and Family Court Judges, as well as a consultant for the National Center for Juvenile Justice. He is certified fundamental skills trainer through the National Center for Juvenile Justice and certified as a trainer through the University of Cincinnati Corrections Institute in cognitive behavioral interventions and effective practices in community supervision (EPICS).

John along with colleagues John Crumbley and Wade Fraser developed a cognitive behavior curriculum focused on anger reduction and interventions with violent persons. John is a co-author with John Crumbley and Wade Fraser of a number of professional publications on working with angry and violent offenders. Along with colleagues Lisa Smith and Linda Wagner, John co-authored a book on juvenile justice: Dispatches From Juvenile Hall: How To Fix A Failing System, Penguin Books, 2009.

## Target Audiences

Lists the titles of juvenile justice professionals who will participate

Juvenile Court Staff (Deputy Juvenile Officers, Supervisors) and Juvenile Detention Staff (Detention Deputy Juvenile Officers, Detention Aides, Supervisors)

## Estimated number of participants

30 participants

Project Funding Breakdown

Identify the funding needs of the following areas as applicable to the professional training.

Contractual Services	\$1500.00
Resource Materials	
Equipment Rental	
Administrative cost and supplies	
Total amount of Funds Requested	\$1500.00

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the 13<sup>th</sup> Circuit Court to establish a budget for the Juvenile Detention Alternative Initiative Grant.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Judicial Grants	State Reimb./Grant Program/Other		1,000
1243	37235	Judicial Grants	Meals & Lodging – Training		1,000

Done this 29th day of July, 2014.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
 Presiding Commissioner

*Absent*

Karen M. Miller  
 District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
 District II Commissioner





**SUPREME COURT OF MISSOURI  
OFFICE OF STATE COURTS ADMINISTRATOR**

**GREGORY LINHARES  
ADMINISTRATOR**

2112 Industrial Drive  
P.O. Box 104480  
Jefferson City, Missouri  
65110

PHONE (573) 751-4377  
FAX (573) 522-6152

June 23, 2014

The Honorable Jodie Capshaw Asel  
Presiding Judge  
13<sup>th</sup> Judicial Circuit  
705 E. Walnut Street  
Columbia, MO 65201

Dear Judge Capshaw Asel:

On behalf of the Annie E. Casey Foundation, I am pleased to announce the award of funding for the Juvenile Detention Alternatives Initiative (JDAI) Program. The 13th Judicial Circuit has been awarded \$1,000.00.

Funds are available to your court per the terms of the attached contract award form. OSCA Contracts Unit requests the contract award form be signed and returned to us for filing with the award documentation.

The following OSCA staff has been designated to assist you and your court staff with any additional information you may need related to this program. They may be reached by telephone through the OSCA Help Desk at 888-541-4894 or via e-mail as indicated below:

Jay Rodieck, Program Administration – [jay.rodieck@courts.mo.gov](mailto:jay.rodieck@courts.mo.gov)  
Shelly Peters, Fiscal Matters – [shelly.peters@courts.mo.gov](mailto:shelly.peters@courts.mo.gov)

Congratulations on your award!

Sincerely,

Earl Kraus  
Deputy State Courts Administrator

EK/tr

Enclosures  
Juvenile Detention Alternatives Initiative Contract Award

clerk of court  
8894 or via e



**Annie E. Casey Foundation - Juvenile Detention Alternatives Initiative**

OSCA has received approval through the Annie E. Casey Foundation for Juvenile Detention Alternatives. A maximum of \$1,000 is available to each JDAI site for expenses not covered by Title II, county funds or additional JDAI awards. Funding is available to develop plans for the time period of April, 2014 - October 31, 2014 to address expenses for site travel, training and meal expenses for collaboration meetings. Proposals may include expenses for personnel to visit Missouri demonstration sites and expenses for internal training focused on the model strategies. This plan may also include expenses for supplies, minor equipment or contractual services. Contact OSCA regarding funding options for out-of-state travel to model sites or conferences.

**Budget Request**

1) Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
3 Meals for 3 Quarterly Collaborative Meetings for approximately 20 people	\$525.00		
3 Meals for 3 DMC Meetings for approximately 12 people	\$325.00		
6 Meals for 6 staff to complete Site Visits	\$150.00		
<i>TOTAL</i>	<i>\$1,000</i>		

**Justification (attach additional sheets, if necessary)**

1. How will this funding enhance your courts ability to meet outcomes of juvenile detention alternatives?  
 The 13th Circuit Juvenile Justice System continually strives to improve on the eight core strategies of JDAI and the requested funding would assist in the enhancement of detention alternatives. The funding requested would assist in sending 6 staff for a day visit to other JDAI sites in Missouri. This would allow staff to view a comparable site to explore detention alternatives, means of collecting and analyzing data, and hurdles to overcome when implementing JDAI and detention reform. The site visits are a powerful way to share practical information about JDAI through peer-to-peer discussion and on-site observation. Funding would additionally assist with continuing meetings with the Collaborative Team and the DMC Team on a quarterly basis. Collaborative team meetings are imperative to accomplishing the JDAI work plan that addresses the reform activities to accomplish and analyzing data. The DMC team meetings will assist in the continued planning of addressing the DMC issues in the 13th Circuit.

2. Provide a timeline and description of how the funding will be used.  
 The 13th Circuit Juvenile Justice System would host a Collaborative Team meeting once each quarter, for a total of three meetings during the grant period. Additionally, the Circuit would host a DMC Team meeting once each quarter, for a total of three meetings during the grant period. The funding would be used for providing lunch for approximately 20 Collaborative Team members and 12 DMC Team members at each quarterly meeting. The requested funding would also be used to send 6 staff to visit other JDAI sites in Missouri. It is expected that two staff would be sent to each visit at a time, for a total of three different visits. The funding would be utilized for staff meals.

**For OSCA Internal Use Only**

	Yes	No
1. Does this request fall within the scope of the Annie E. Casey Foundation approval?		
2. Does this request meet the requirements of the OSCA requirements for uses of these grant funds?		
3. Is it clear that funding will be expended and billed to OSCA by September 30, 2014?		
4. Are there any special terms or conditions attached to this award?		

**Authorization (please print your name as well as your signature)**

Circuit <i>13</i>	Presiding Judge <i>Jodie Case</i>	Date <i>5/28/14</i>
OSCA <i>OSCA 14-059-01</i>	Deputy State Courts Administrator <i>[Signature]</i>	Date <i>6/20/14</i>

Return to: Office of State Courts Administrator, Contracts Section  
 P.O. Box 104480, Jefferson City, MO 65110-4480

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for Family Court Services for the implementation of Juvenile Justice Programming Assistance for Delinquent Youth.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Judicial Grants	State Reimb. – Grant		12,298
1243	23050	Judicial Grants	Other Supplies		625
1243	23400	Judicial Grants	Food		511
1243	37000	Judicial Grants	Dues		500
1243	71100	Judicial Grants	Outside Services		7,847
1243	71600	Judicial Grants	Equipment Lease		2,815

Done this 29th day of July, 2014.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
 Presiding Commissioner

*Absent*

Karen M. Miller  
 District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

6/10/14

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimb. - Grant		\$12,298.00
1	2	4	3	2	3	0	5	0	Judicial Grants	Other Supplies		\$625.00
1	2	4	3	2	3	4	0	0	Judicial Grants	Food		\$511.00
1	2	4	3	3	7	0	0	0	Judicial Grants	Dues		\$500.00
1	2	4	3	7	1	1	0	0	Judicial Grants	Outside Services		\$7,847.00
1	2	4	3	7	1	6	0	0	Judicial Grants	Equipment Lease		\$2,815.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **This funding through OSCA will be for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment into a non-secure pre-adjudication placement. This amount is for 7/1/14 through 12/31/14 expenditures and revenue. This grant will run from July 1, 2014 – June 30, 2015. Total amount awarded:**

\$24,596.00.

*[Signature]*  
 \_\_\_\_\_  
 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments: *Juv Justice Prgm Assst Grant*

*[Signature]*  
 \_\_\_\_\_  
 Auditor's Office

*Agenda*

*[Signature]*  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

*Absent*  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

*[Signature]*  
 \_\_\_\_\_  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

1243 Judicial Grants & Contracts  
 Juvenile Justice Programming Assistance  
 Calculations for Budget Amendment  
 July 1, 2014 - December 31, 2014

	23050- Other Supplies	23400- Food	37000- Dues	71100- Outside Services	71600- Equipment Lease	Total
July - December 2014	\$625.00	\$ 511.00	\$ 500.00	\$ 7,847.00	\$ 2,815.00	<u>\$12,298.00</u>
2014 Budget Amendment Expenditure Amounts:						\$12,298.00
2014 Budget Amendment Revenue Amounts:						\$12,298.00

Grant Award:	
July - December 2014	\$12,298.00
Jan. - June 2015	<u>\$12,298.00</u>
Total Grant Award:	<u><u>\$24,596.00</u></u>

	◇
625•000	+
511•000	+
500•000	+
7,847•000	+
2,815•000	+
12,298•000	*

1243 Judicial Grants & Contracts  
 Juvenile Justice Programming Assistance  
 Calculations for Budget Amendment  
 January 1, 2015 - June 30, 2015

	23050- Other Supplies	23400- Food	37000- Dues	71100- Outside Services	71600- Equipment Lease	Total
January-June 2015	\$625.00	\$511.00	\$500.00	\$ 7,847.00	\$ 2,815.00	<u>\$12,298.00</u>
2015 Budget Amendment Expenditure Amounts:						\$12,298.00
2015 Budget Amendment Revenue Amounts:						\$12,298.00

Grant Award:	
July - December 2014	\$12,298.00
Jan. - June 2015	<u>\$12,298.00</u>
Total Grant Award:	<u><u>\$24,596.00</u></u>



**SUPREME COURT OF MISSOURI**  
**OFFICE OF STATE COURTS ADMINISTRATOR**

**GREGORY LINHARES**  
ADMINISTRATOR

2112 Industrial Drive  
P.O. Box 104480  
Jefferson City, Missouri  
65110

PHONE (573) 751-4377  
FAX (573) 522-6152

May 27, 2014

The Honorable Jodie Capshaw Asel  
Presiding Judge  
13<sup>th</sup> Judicial Circuit  
705 E. Walnut Street  
Columbia, MO 65201

Dear Judge Asel:

On behalf of the Family Court Committee, I am pleased to announce the award of funding for the Juvenile Justice Program Assistance. The 13<sup>th</sup> Judicial Circuit has been awarded \$24,596.00 for the Intensive Crisis Intervention Services, Home-Monitoring, Shelter Care Services and Evening Reporting Center during FY15 under contract OSCA 15-003-08.

Funds are available to your court per the terms of the attached contract award. OSCA, Contracts Unit, requests the contract award be signed and returned to us for filing with the award documentation. Quarterly reports concerning the number of juveniles served and recidivism outcomes should be submitted with a final report being submitted at the end of the funding period. Additional information will be sent out soon.

When entering into contracts for this program, courts should determine if the individual is an employee of the state of Missouri, a member of the General Assembly a statewide elected official or county employee. If this is the case, the court must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. Your county purchasing policies and rules will apply to the contracting with individuals that fall into this category.

The county should consider language concerning liability as it relates to the contractor. For example OSCA uses the following in its contracts. "The contractor shall agree that neither the state of Missouri nor the county shall be responsible for any liability incurred by the contractor 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."

Additional language that OSCA uses in its contracts concerning liability is as follows. "The contractor shall understand and agree that the state of Missouri and the county cannot save and hold harmless and/or indemnify the contractor 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 following OSCA staff members have been designated to assist you and your court staff with any additional information you may need related to this program. They may be reached by telephone at 573-751-4377 or via e-mail as indicated below:

Jay Rodieck, Program Administration - [jay.rodieck@courts.mo.gov](mailto:jay.rodieck@courts.mo.gov)  
Russell Rottmann, Contractual Matters [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov)  
Lisa Doden, Quarterly Reports - [lisa.doden@courts.mo.gov](mailto:lisa.doden@courts.mo.gov)  
Shelly Peters, Fiscal Matters (invoicing/reimbursements) – [shelly.peters@courts.mo.gov](mailto:shelly.peters@courts.mo.gov)

Congratulations on your award.

Sincerely,



Earl Kraus  
Deputy State Courts Administrator

EK/hc

Enclosures:  
Juvenile Justice Assistance Program Contract Award  
Certificate of Compliance



# State of Missouri

Office of State Courts Administrator  
Administrative Services

Contract Period		Award Amount
Start Date	End Date	
07/01/14	06/30/15	\$24,596.00

## Juvenile Justice Programming Assistance

**Program Description:** The Family Court Committee of the Supreme Court of Missouri, in cooperation with the Circuit Court Budget Committee (CCBC) has approved and provided funding for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment (JDTA) into a non-secure; pre-adjudication placement.

Contract Number	Vendor Number	
OSCA 15-003-08		<input type="checkbox"/> Original Contract
		<input type="checkbox"/> Contract Amendment

Federal CFDA # (if applicable):

Court/Recipient Information	Project Director	OSCA Program Contact
The Honorable Jodie Capshaw Asel Presiding Judge 13 <sup>th</sup> Judicial Circuit 705 E. Walnut Street Columbia, MO 65201	Courtney Pulley Supervisor Juvenile Office courtney.pulley@courts.mo.gov 573-886-4200	Jay Rodieck 573-522-2043
		OSCA Fiscal Contact
		Brian Dowden 573-526-8879

<input type="checkbox"/> Special Conditions of this award are attached.	<input type="checkbox"/> There are no special conditions of this award. Original RFP requirements only.
-------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

Title: Intensive Crisis Intervention Services, Home-Monitoring, Shelter Care Services and Evening Reporting Center

Requested Funding: \$24,596.00

Awarded Funding: \$24,596.00

### Please Sign, Date and Return by Mail to:

Office of State Courts Administrator  
Attn: Contracts Unit  
PO Box 104480  
Jefferson City, MO 65110

In witness whereof the parties below hereby execute this agreement.

Appointing Authority Signature <i>Kathy S. Lloyd</i>		OSCA Signature <i>Earl Kraus</i>	
Printed Name Kathy S. Lloyd	Date 6/9/14	Printed Name Earl Kraus	
Presiding Judge Signature <i>Jodie C. Asel</i>		Title Deputy State Courts Administrator	
Printed Name Jodie C. Asel	Date 6-9-14	Date 5/27/2014	



STATE OF MISSOURI  
OFFICE OF STATE COURTS ADMINISTRATOR  
REQUEST FOR PROPOSAL

RFP NO: OSCA 15-003  
TITLE: Juvenile Justice Program Assistance  
ISSUE DATE: March 17, 2014

CONTACT: Herb Conner  
PHONE NO: (573) 522-2617  
E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: May 1, 2014

RETURN PROPOSAL TO: OFFICE OF STATE COURTS ADMINISTRATOR  
Attn: Contracts Unit  
2112 INDUSTRIAL DRIVE  
P O BOX 104480  
JEFFERSON CITY, MO 65110-4480

CONTRACT PERIOD: July 1, 2014 through June 30, 2015

SIGNATURE REQUIRED

PRESIDING JUDGE SIGNATURE <i>Gracie C. Aisel</i>	DATE 4-17-14
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE <i>Herb Conner</i>	4-17-14
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)	
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)	TITLE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	DATE
COURT 13th Judicial Circuit Court-Juvenile Division	
MAILING ADDRESS 705 East Walnut Street	
CITY, STATE, ZIP Columbia, Missouri 65201	
CONTACT PERSON Courtney Pulley	TITLE Supervisor-Buone County Juvenile Office
PHONE NUMBER 573-886-4200	FAX NUMBER 573-886-4030
E-MAIL ADDRESS Courtney.pulley@courts.mo.gov	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
REQUESTED: \$24,596.		AWARDED: \$24,596.
CONTRACT NO. OSCA 15-003-08	CONTRACT PERIOD July 1, 2014 - June 30, 2015	
OSCA CONTRACTS COORDINATOR <i>Herb Conner</i>	DATE 5-27-2014	DEPUTY STATE COURTS ADMINISTRATOR <i>Herb Conner</i>

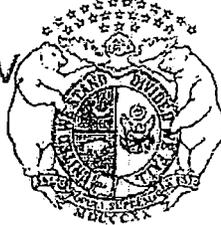
THIRTEENTH JUDICIAL CIRCUIT COURT  
FAMILY COURT  
RECEIVED Juvenile Division  
BOONE COUNTY

JUN 21 2013

705 East Walnut  
Columbia MO 65201

573-886-4200 Telephone  
573-886-4030 Fax

JUVENILE DIV



*Kathy S Lloyd, Court Administrator*

*Cindy Garrett, Juvenile Officer*

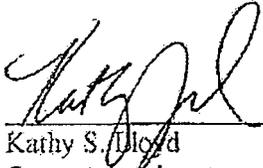
*Courtney Pulley, Supervisor*

THIS AGREEMENT, made and entered into this 1st day of July, 2013, by and between THE 13<sup>th</sup> JUDICIAL CIRCUIT FAMILY COURT (hereinafter referred to as "Juvenile Division"), and Dr. Jackie Ellis & Associates (hereinafter referred to as "Therapist").

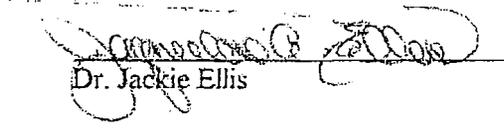
It is agreed by and between the parties as follows:

1. The term of this agreement shall commence on July 1, 2013, and extend through June 30, 2014, and shall be terminable at will by either party upon thirty (30) days prior written notice of intent to terminate to the other party if the contract proves to be mutually or separately not beneficial. The Juvenile Division shall, however, retain the right to terminate the contract immediately with good cause.
2. Therapist agrees to provide intensive in-home crisis counseling and services to youth and their families as referred by the Juvenile Officer. The number of referrals will be agreed upon by both parties.
3. Juvenile Division shall provide Therapist with a referral form containing contact information for the family within one business day of receiving the referral. Juvenile Division shall provide a representative of the Juvenile Division to be the direct contact for Therapist.
4. Therapist agrees to meet with the family within three days of receiving the referral; conduct an assessment of the family to determine the needs and services to be provided and set goals for the family; provide a minimum of 16 hours of direct crisis therapy/intervention services to the family; assist the family with setting up identified services/therapy; contact assigned Juvenile Office representative after one week of services to provide a verbal update on progress with the family; schedule a meeting with Juvenile Office representative, juvenile, family and other individuals/agencies as deemed appropriate at the conclusion of two weeks of services; and submit a report to the Juvenile Officer on each family within one week of closing the case.
5. Juvenile Division shall pay Therapist through Dr. Jackie Ellis & Associates the sum of \$625.00 per referral. Dr. Jackie Ellis & Associates shall invoice the Juvenile Division within one week after a case is closed for each family that received services under the terms of this agreement. Invoices shall be submitted to the Juvenile Office representative of the Boone County Juvenile Office.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by  
their duly authorized representative.



Kathy S. Lloyd  
Court Administrator  
Thirteenth Judicial Circuit



Dr. Jackie Ellis

cc: Mary

RECEIVED  
THIRTEENTH JUDICIAL CIRCUIT COURT  
BOONE COUNTY  
JUN 27 2013

FAMILY COURT  
Juvenile Division

RECEIVED  
BOONE COUNTY  
JUL 05 2013

705 East Walnut  
Columbia MO 65201

573-886-4200 Telephone  
573-886-4030 Fax

JUVENILE DIV.



JUVENILE DIV.

*Kathy S Lloyd, Court Administrator*

*Cindy Garrett, Juvenile Officer*

*Courtney Pulley, Supervisor*

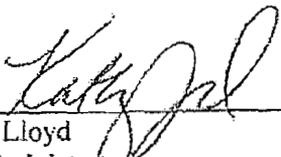
---

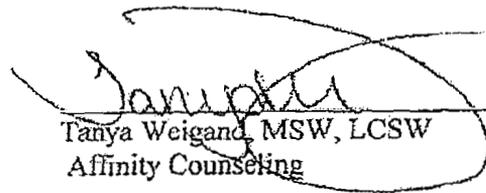
THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of July, 2013, by and between THE 13<sup>th</sup> JUDICIAL CIRCUIT FAMILY COURT (hereinafter referred to as "Juvenile Division"), and Tanya Weigand (hereinafter referred to as "Therapist").

It is agreed by and between the parties as follows:

1. The term of this agreement shall commence on July 1, 2013, and extend through June 30, 2014, and shall be terminable at will by either party upon thirty (30) days prior written notice of intent to terminate to the other party if the contract proves to be mutually or separately not beneficial. The Juvenile Division shall, however, retain the right to terminate the contract immediately with good cause.
2. Therapist agrees to provide intensive in home crisis counseling and services to youth and their families as referred by the Juvenile Officer. The number of referrals will be agreed upon by both parties.
3. Juvenile Division shall provide Therapist with a referral form containing contact information for the family within one business day of receiving the referral. Juvenile Division shall provide a representative of the Juvenile Division to be the direct contact for Therapist.
4. Therapist agrees to meet with the family within three days of receiving the referral; conduct an assessment of the family to determine the needs and services to be provided and set goals for the family; provide a minimum of 16 hours of direct crisis therapy/intervention services to the family; assist the family with setting up identified services/therapy; contact assigned Juvenile Office representative after one week of services to provide a verbal update on progress with the family; schedule a meeting with Juvenile Office representative, juvenile, family and other individuals/agencies as deemed appropriate at the conclusion of two weeks of services; and submit a report to the Juvenile Officer on each family within one week of closing the case.
5. Juvenile Division shall pay Therapist through Affinity Counseling the sum of \$625.00 per referral. Affinity Counseling shall invoice the Juvenile Division within one week after a case is closed for each family that received services under the terms of this agreement. Invoices shall be submitted to the Juvenile Office representative of the Boone County Juvenile Office.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by  
their duly authorized representative.

  
\_\_\_\_\_  
Kathy S. Lloyd  
Court Administrator  
Thirteenth Judicial Circuit

  
\_\_\_\_\_  
Tanya Weigand, MSW, LCSW  
Affinity Counseling

cc: Mary

## 13<sup>th</sup> Circuit Juvenile Division

### Memorandum of Understanding

The undersigned hereby agree that certain juveniles, as determined by the Missouri Juvenile Detention Assessment Form, will be considered for placement at Coyote Hill. Further, it is understood that the juvenile's placement is voluntary and the Juvenile Officer is not responsible for any actions of the juvenile or juvenile's parents. It is agreed that staff from the Juvenile Office, a law enforcement agency or other adult approved by the Juvenile Office will transport youth to Coyote Hill located at: 9501 Coyote Hill Road, Harrisburg, Mo 65256; Phone # 573-874-0179.

**Those youth appropriate for Shelter care as an alternative to detention:**

- ✓ Youth 10-16 years of age
- ✓ Youth scoring within the range that qualifies for release or an alternative to detention based on the Missouri Juvenile Detention Assessment form.

**The following youth are NOT appropriate for the Shelter care bed as an alternative to detention:**

- ✓ Youth that are referred for a sexual offense or have had prior legally sufficient referrals for sexual offending behavior
- ✓ Youth who are at the time of the referral under the influence of drugs/alcohol
- ✓ Youth that are referred for felony crimes against person offenses
- ✓ Youth that are out of state runaways/missing persons

**The 13<sup>th</sup> Circuit Juvenile Division agrees to:**

- ✓ Dependent on Grant Funding awarded through an OJDDP and Mo Department of Public Safety, Title II Formula Grant to provide payment of \$79.85 per day, effective January 1, 2014, and continuing through December 31, 2014. "Day" being defined as 12:00 a.m. through 11:59 p.m. It is agreed that payment would be requested for the first day of placement and would not be requested for the discharge day, provided departure occurred before 11:00 a.m. on the day of discharge.
- ✓ Payment will allow the 13<sup>th</sup> Circuit Juvenile Division to have access to a shelter care bed upon request and availability of said shelter care bed
- ✓ Provide a written referral including a copy of the Missouri Juvenile Detention Assessment prior to the utilization of the shelter care bed
- ✓ Provide 24 hour consultation with a Deputy Juvenile Officer for any questions or concerns resulting from the placement of youth. Weekdays between 8:00 a.m.

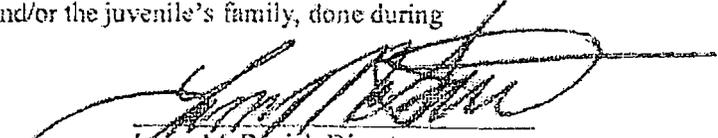
and 5:00 p.m. staff may be reached at 573-886-4200(Boone), 573-642-7992(Callaway) and after 5:00 p.m. evenings, weekends and holidays staff for both counties can be reached at 573-886-4450

- ✓ Develop an exit strategy for the youth
- ✓ Provide, by fax a written request to release youth. Release document will include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

**Coyote Hill will:**

- ✓ Provide a point of contact with phone number for the access and referral process
  - During business day 573-874-0179 to 1) Bill Atherton
  - After 5:00 p.m., weekends and holidays 573-808-6588 to Bill Atherton.
- ✓ Agree to accept male or female youth referred by the 13<sup>th</sup> Circuit Juvenile Division that meet the above criteria and provided shelter care bed(s) is available
- ✓ Have the right to refuse to admit youth whom they feel do not meet the above criteria
- ✓ Youth placed in the shelter care bed will be eligible for all treatment and services provided by Coyote Hill to include, but not limited to: nursing services, medical services, health assessment, mental health assessment, visitation, school (as appropriate), service coordination services, orientation and screening process to include behavioral/educational assessment and psychological evaluation and any other services provided to clients of Coyote Hill that would sustain a successful reunification to any alternative community placement.
- ✓ Provide a monthly itemized statement that includes the billing for the cost of the bed, dates of utilization of shelter care bed(s), names of youth utilizing bed, date and time of discharge and release.
- ✓ Maintain separate and confidential files for youth referred under this contract.
- ✓ Maintain custody of youth and comply with the written request for release.
- ✓ Group email notification will be provided upon shelter care bed(s) being unavailable. Those included in this email group would be: Cindy Garrett, Courtney Pulley, and Ruth McCluskey. List of email addresses will be provided.
- ✓ Upon release from placement, Coyote Hill will provide a copy of all paperwork, to include any assessments, evaluations, examinations, reports and notes pertaining to juvenile and/or the juvenile's family, done during placement

  
Cindy Garrett, Juvenile Officer  
13<sup>th</sup> Circuit Juvenile Division  
Date: 1/14/14

  
Larry McDaniel, Director  
Coyote Hill  
Date: \_\_\_\_\_

## 13<sup>th</sup> Circuit Juvenile Division

### Memorandum of Understanding

The undersigned hereby agree that certain juveniles, as determined by the Missouri Juvenile Detention Assessment Form, will be considered for placement at Rainbow House. Further, it is understood that the juvenile's placement is voluntary and the Juvenile Officer is not responsible for any actions of the juvenile or juvenile's parents. It is agreed that staff from the Juvenile Office, a law enforcement agency or other adult approved by the Juvenile Office will transport youth to Rainbow House located at: 1611 Towne Drive, Columbia Missouri 65202; Phone # 573-474-6600.

Those youth appropriate for Shelter care as an alternative to detention:

- ✓ Youth 10-16 years of age
- ✓ Youth scoring within the range that qualifies for release or an alternative to detention based on the Missouri Juvenile Detention Assessment form.

The following youth are NOT appropriate for the Shelter care bed as an alternative to detention:

- ✓ Youth that are referred for a sexual offense or have had prior legally sufficient referrals for sexual offending behavior
- ✓ Youth who are at the time of the referral under the influence of drugs/alcohol
- ✓ Youth that are referred for felony crimes against person offenses
- ✓ Youth that are out of state runaways/missing persons

The 13<sup>th</sup> Circuit Juvenile Division agrees to:

- ✓ Dependent on Grant Funding awarded through an OJDDP and Mo Department of Public Safety, Title II Formula Grant to provide payment of \$79.85 per day, effective January 1, 2013, and continuing through December 31, 2013. "Day" being defined as 12:00 a.m. through 11:59 p.m. It is agreed that payment would be requested for the first day of placement and would not be requested for the discharge day, provided departure occurred before 11:00 a.m. on the day of discharge.
- ✓ Payment will allow the 13<sup>th</sup> Circuit Juvenile Division to have access to a shelter care bed upon request and availability of said shelter care bed
- ✓ Provide a written referral including a copy of the Missouri Juvenile Detention Assessment prior to the utilization of the shelter care bed
- ✓ Provide 24 hour consultation with a Deputy Juvenile Officer for any questions or concerns resulting from the placement of youth. Weekdays between 8:00 a.m.

and 5:00 p.m. staff may be reached at 573-886-4200(Boone), 573-642-7992(Callaway) and after 5:00 p.m. evenings, weekends and holidays staff for both counties can be reached at 573-886-4450

- ✓ Develop an exit strategy for the youth
- ✓ Provide, by fax a written request to release youth. Release document will include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

**Rainbow House will:**

- ✓ Provide a point of contact with phone number for the access and referral process
  - o During business day 573-474-6600 to 1) Kristi Turner, 2) Jan Stock
  - o After 5:00 p.m., weekends and holidays 573-474-6600 to house parent on duty.
- ✓ Agree to accept male or female youth referred by the 13<sup>th</sup> Circuit Juvenile Division that meet the above criteria and provided shelter care bed(s) is available
- ✓ Have the right to refuse to admit youth whom they feel do not meet the above criteria
- ✓ Youth placed in the shelter care bed will be eligible for all treatment and services provided by Rainbow House to include, but not limited to: nursing services, medical services, health assessment, mental health assessment, visitation, school (as appropriate), service coordination services, orientation and screening process to include behavioral/educational assessment and psychological evaluation and any other services provided to clients of Rainbow House that would sustain a successful reunification to any alternative community placement.
- ✓ Provide a monthly itemized statement that includes the billing for the cost of the bed, dates of utilization of shelter care bed(s), names of youth utilizing bed, date and time of discharge and release.
- ✓ Maintain separate and confidential files for youth referred under this contract.
- ✓ Maintain custody of youth and comply with the written request for release.
- ✓ Group email notification will be provided upon shelter care bed(s) being unavailable. Those included in this email group would be: Cindy Garrett, Courney Pulley, and Ruth McCluskey. List of email addresses will be provided.
- ✓ Upon release from placement, Rainbow House will provide a copy of all paperwork, to include any assessments, evaluations, examinations, reports and notes pertaining to juvenile and/or the juvenile's family, done during placement

Cindy Garrett  
 Cindy Garrett, Juvenile Officer  
 13<sup>th</sup> Circuit  
 Date: 4/14/13

Jan Stock  
 Jan Stock, Director  
 Rainbow House  
 Date: 4/8/13

**13<sup>th</sup> Judicial Circuit Boone County Juvenile Division  
&  
Boys and Girls Club of Columbia, Missouri  
Memorandum of Understanding**

The undersigned hereby agree that certain juveniles, as determined by the 13<sup>th</sup> Judicial Circuit Boone County Juvenile Division will be considered for attendance at the Boys and Girls Club site located at 1200 7<sup>th</sup> Street, Columbia, Missouri.

Those youth appropriate for the Evening Reporting Center as an alternative to detention are:

- Youth 13-16 years of age
- Youth who are post-filing/pre-adjudication status or post adjudication
- Youth who have parent consent

The following youth are NOT appropriate for the Evening Reporting Center as an alternative to detention:

- Youth that have pending referrals for felony against person
- Youth who have felony referrals for sexual offenses that have been found sufficient
- Youth who have been referred for sufficient weapon offenses.

The 13<sup>th</sup> Judicial Circuit agrees to:

- Payment of a \$20 membership fee per youth effective \_\_\_\_\_, and continuing through \_\_\_\_\_. The week being defined as Monday through Friday, except major or state designated holidays.
- Provide a membership application to the Boys and Girls Club, with appropriate contact information prior to sending a youth to the Boys and Girls Club.
- Designate a Deputy Juvenile Officer as the point of contact for the Boone County Juvenile Officer who will be responsible for monitoring youth who attend the Boys and Girls Club.
- Provide 2 program aides on designated days that youth will attend the club at a 4:1 staff to juvenile ratio.
- Provide 24 hours consultation with a Deputy Juvenile Officer for any accusations or concerns resulting from placement of a youth at the Boys and Girls Club.
- Provide a written notice of release from the Evening Reporting Center to the Boys and Girls upon the Court's decision to release the juvenile.
- Will park the Juvenile Office van or vehicles in the designated spot as determined by the Boys and Girls Club facilities manager.
- Be engaged with the Boys and Girls Club on Wednesday and Fridays every week unless designated holidays or closings or no youth participating in ERC.
- Will provide written documentation that all program aids and JO personnel thereafter has had Child Abuse and Neglect background check.

Boys and Girls Club of the Columbia Area will:

- Provide a point of contact with the phone number for the access and referral process \_\_\_\_\_ at telephone number \_\_\_\_\_

- Agree to accept a total of seven male or female youth daily who are referred by the 13<sup>th</sup> Judicial Circuit Boone County Juvenile Division that meet the specified criteria listed above. In the event that the 13<sup>th</sup> Judicial Circuit Boone County Juvenile Division has additional youth to refer over the seven allotted, the Boys and Girls Club agrees to allow those youth to attend at a \$20 membership fee.
- The Boys and Girls Club has the right to refuse to admit a youth whom they feel do not meet the specified above listed criteria.
- Youth placed at the Boys and Girls Club will be eligible for all services provided by the Boys and Girls Club to include but not limited to supervision, tutoring, school homework assignments, music, art, technology, and any other enrichment programming, a meal and any other services provided to students of the Boys and Girls Club that would help sustain and support their membership and retention and placement within the community.
- Provide a monthly itemized statement that includes billing for the per child cost with the names of youth who attended and their corresponding dates of attendance.
- Maintain student files with pertinent information.
- Have a monthly meeting to discuss any concerns or changes that may need to be made during implementation.
- Will provide direction and support to the JO program aides and a staff T-shirt.
- Youth will complete the program at **6:30 p.m. daily for middle school youth and 7:30 p.m. for high school youth Monday through Thursdays and 7:00 p.m. on Fridays** and youth and their families will be responsible for their own transportation, although the Boys and Girls Club welcome youth to stay longer if they choose
- Retain the right to remove youth that are not following Boys and Girls Club membership rules and guidelines.

\_\_\_\_\_  
 Valerie Livingston  
 Executive Director

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

\_\_\_\_\_  
 Cindy Garrett  
 Chief Juvenile Officer

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

**Name of proposed program and juvenile/family court submitting the application:**

13<sup>th</sup> Circuit Family Court-Juvenile Division, Intensive Crisis Intervention Services, Home-Monitoring, Shelter Care Services and Evening Reporting Center

**The geographical area to be served:**

The 13<sup>th</sup> Judicial Circuit Juvenile Division is comprised of Boone and Callaway counties which are progressive counties located in the center of the state at the crossroads of major east-west and north-south highways. Demographics are of an urban, semi-urban, and rural composition with a unique degree of ethnic diversity. Boone and Callaway Counties are the home to a significant number of minority populations, including Asians, American Indian, Hispanic, African-Americans, Multi-Racial, in addition to the Caucasian population. Population growth and prospects for additional growth are placing increasing demands on county government. According to 2010 population data provided by the U.S. Census Bureau, Boone and Callaway counties have a combined population of 206,974. Specifically, Boone County makes up 162,642 of this population and Callaway 44,332. Both have shown a slight increase in population since 2009. According to the United States Census Bureau, it is estimated that as of 2012, Boone County has a population of 168,535 and Callaway County has a population of 44,305 for a combined circuit population of 212,840 which shows moderate increases from 2010 of approximately 1.4 % yearly.

**Need for the Program:**

According to the information posted on the JDAI Help Desk website ([www.jdaihelpdesk.org](http://www.jdaihelpdesk.org)), studies conducted on the juvenile justice system across the United States found the system to be "arbitrary, discriminatory, and ineffective". Specifically speaking, the system of detaining youth was faulted across the U.S. In the early 1990's, two out of every three youth who were detained went to detention centers that were over crowded and could not provide the programs and services mandated by law. Less than one third of the youth were in detention for violent offenses and in 1995, two-thirds of these youth in detention were minority youth. Further research posted on the JDAI help desk website shows that youth who are placed in detention with other delinquent youth are more likely to leave detention having more undesirable behaviors than when they entered and further one study conducted in Arkansas revealed that once a youth has been placed in detention one time, their likelihood of returning was high.

The 13<sup>th</sup> Circuit began participating in JDAI in October of 2009. It was not until January 1, 2010, that we officially began using the Juvenile Detention Assessment (JDTA) to screen referrals to detention. Shortly thereafter, other JDAI core strategies were being researched and implemented in our Circuit.

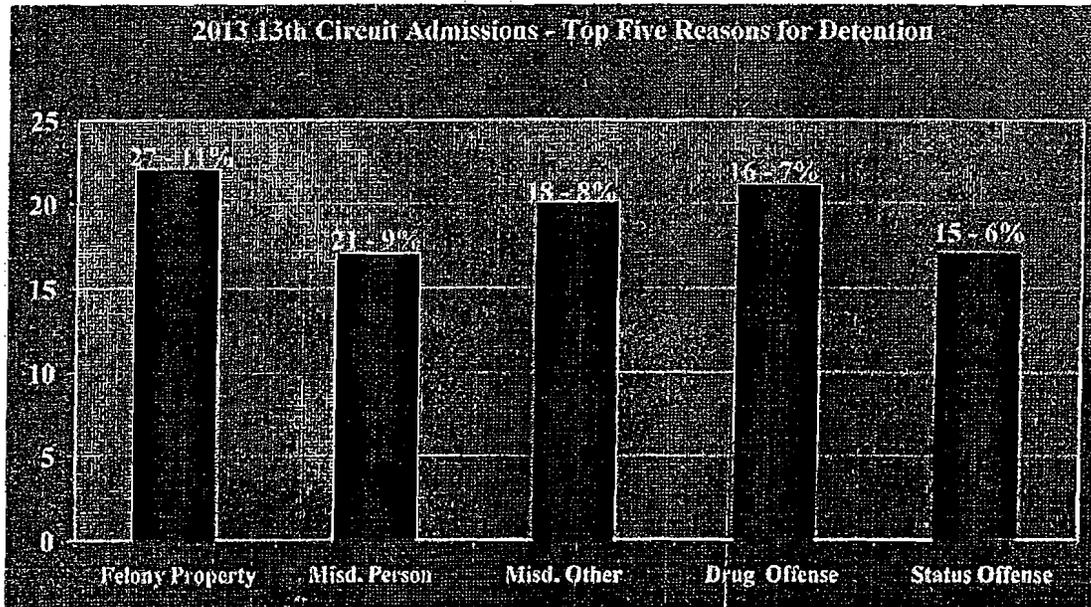
In 2011, there were a total of 149, 13<sup>th</sup> circuit youth admitted to the Robert L. Perry Juvenile Justice Center (RLPJC), producing an average daily population of 3.3, which is a 35% decrease from the average daily population of 5.1 in 2010. The average length of

stay on detention status in 2011 was 9 days. This was a 17% decrease from 2010, wherein the average length of stay was 10.8 days.

In 2012, there were a total of 170 13<sup>th</sup> Circuit youth admitted to detention producing an average daily population of 4.2 and an average length of stay in detention of 8.3 days. To date this is a 21% increase in the average daily population of 13<sup>th</sup> Circuit youth and a 8% decrease in their average length of stay in detention from 2011. Youth of color make up 58% of the 170 13<sup>th</sup> circuit youth detained during this period.

In 2013, there were a total of 167 13<sup>th</sup> Circuit youth admitted to detention producing an average daily population of 3.7 and an average length of stay in detention of 8.1 days. This is a 11.9% decrease in the average daily population of 13<sup>th</sup> Circuit youth and a 2.4% decrease in their average length of stay in detention in from 2012. Youth of color make up 62% of the 13<sup>th</sup> Circuit youth detained during this period. Overall detention numbers, average daily population and average length of stay have decreased slightly since 2012, but the percentage of youth of color detained has increased 4%.

After looking at detention admission numbers for the RLPJJC, the next area of focus was to determine why youth are being detained at the RLPJJC. The following table is a breakdown of the top five reasons for admission in 2013 and the number and percentage of youths admitted for each category:



Admissions data for 2013, suggests that the top five reasons for detention thus far have been: 1) Felony Property; 2) Misdemeanor Person; 3) Misdemeanor Other; 4) Drug Offense and 5) Status Offense. As can be seen above felony property crimes continue to be the number one reason for detention from 2011 through 2013. Status Offenses have now come back into the top five reasons for detention. The other offenses all are law

violations, but are misdemeanor law violations. Overall, the top four reasons for detention have been for violations of the law.

According to experts in the field of Juvenile Justice, professional standards suggest that secure detention should be used to accomplish the following: to make sure that the youth appears in court and to minimize the risk of serious re-offending while waiting to appear in Court. Prior to January 1, 2010 in the 13<sup>th</sup> Circuit, the decision to detain youth was at the discretion of fourteen different deputy juvenile officers, leaving the decision to detain or not, to be highly subjective. It should be noted that the rate of youth who were detained for failure to appear in Court for the 13<sup>th</sup> Circuit for 2013 was 2% which is very small compared to the top five reasons listed above which indicate the alternatives to detention developed are having an impact in this area.

The 13<sup>th</sup> Circuit had guidelines to follow when making a decision to detain, but the bottom line was that whether or not a youth was a threat to the person or property of others or at risk to fail to appear in Court was based generally on several main criteria such as the offense committed; how cooperative the youth/parents were; whether or not they had a suitable adult to supervise them; and the need to hold youth accountable for their actions. All these factors can be influenced by the youth's attitude; pressure from law enforcement to authorize detention; the deputy juvenile officers' frustration in not knowing what else to do with the youth as well as our responsibility to the safety of our communities.

On January 1, 2010, the 13<sup>th</sup> Circuit Juvenile Division began using the Missouri Juvenile Detention Assessment (JDTA) on all youth who were presented for detention whom we had in-person contact with. In 2011, the Missouri Juvenile Detention Assessment began to be used for all youth presented by law enforcement, whether there was in person contact or not. The table below shows how many scored within each of the three risk levels on the form. For the years 2011 to 2013 see the chart below. Also, see results for the first quarter of 2014 January 1, 2014 to March 31, 2014.

Year	High	Medium	Low	Total for Year
2011	152	60	92	304
2012	141	156	628	925
2013	126	167	526	819
2014(1 <sup>st</sup> qtr.)	27	45	117	189

In 2013, there were 29 overrides of the JDTA instrument. This amounted to an overall override rate of 3.5%. This is a decrease in our override rate from 2012 of 4.8% indicating that the tool has been followed more stringently during 2013. However the true override rate that JDAI focuses on is the rate of those youths eligible for release (release or release with detention alternative) who are placed in detention. This would be all youths who scored in the medium or low risk range and were placed in detention. In 2013, we had 8 medium risk youth placed in detention and 1 low risk youth placed in

detention, which amounted to 1.3% of the total number of the 693 eligible release youth. This rate was lower than our projected goal of 10% and lower than our 2012 rate of 2%. The use of the JDTA has greatly improved our process of determining what youth are appropriate for detention and we would like to keep our true override rate low, even as it has continued to decrease during the past year. Alternatives to Detention that have been developed in the 13<sup>th</sup> Circuit have helped to keep the override rate low by providing a variety of alternatives to detention that address varying issues and levels of risk.

After starting JDAI in the 13<sup>th</sup> circuit, we quickly found that we needed to work on developing more suitable detention alternatives. In April, 2010, we developed shelter care as an alternative. With the development of shelter care, we now have a suitable alternative for those youth who have refused to go home or their parents have refused to allow them to return home and for those youth who do not have a suitable custodian to release them to. In May of 2010, we developed a detention alternative committee to look at our current alternatives and work on the development of further alternatives. Following this committee's work we developed an Evening Reporting Center in August of 2010; the use of cell units for electronic monitoring in March of 2011; and the use of the Global Positioning System (GPS) in April of 2011. We formalized our conditional release alternative and also began officially using it in 2011. In January of 2012, we began using Intensive Crisis Intervention Services

As previously stated, we began providing GPS and Cell Unit Monitoring in March of 2011 and found that these could become relatively costly for families and a result they were reluctant to agree to participate. Previously we used Title II funds to pay for these alternatives for families who were determined indigent by the Court; however this funding ended on September 30, 2012. Title II dollars were also used to pay for Shelter Care as an alternative to detention. Shelter care would be provided for youth who have committed a status or law violation offense, who score in the detention alternative range; have no suitable custodian to release to; the parent or custodian is refusing custody due to their behavior; or they are in need of placement for a short period of time until probation services can be arranged. We have provided shelter care as an alternative to detention since April 1, 2010. We currently have Memorandums of Understanding with two local providers. OSCA began funding ICIS, Shelter Care, some ERC services, and In Home Detention in July of 2013 through the Juvenile Alternatives to Detention Program Grant.

Funds are being requested so that we can continue to pay for limited use of shelter care and to pay for GPS and the use of a cell unit for electronic monitoring for not only indigent families, but we would like to be able to use funds for all youth placed on In Home Detention through cell and GPS units so as to expand the use of this as an alternative to detention and a sanction. We underwent some changes to our Evening Reporting Center and we received Annie E. Casey Foundation funds to cover the cost of our ERC from September 30-December 31, 2012. Starting in July, 2013 we received funding through Juvenile Court Diversion funds to help pay for Moral Reconciliation Therapy at our Evening Reporting Center. However we continue to need funds to pay for the Moral Reconciliation Therapy workbooks. As part of our Evening Reporting Center we also contract with Boys and Girls Club for our youth to participate in their programming

two times a week. As part of this agreement, we must pay \$20.00 per youth to cover their enrollment for the semester at Boys and Girls Club, which then allows the youth to be a member beyond the youth's involvement at the Evening Reporting Center. There are also costs associated with providing daily meals for the youth at the Evening Reporting Center. These meals have previously been provided at a cost of \$2.00 per youth by the Robert L. Perry Juvenile Justice Center, but it was found that many youth were not eating these meals and they were being wasted. We then began researching United States Department of Agriculture Guidelines to provide a cold meal for youth which would consist of two slices of bread and youth's choices of either peanut butter and jelly or sandwich meat as well as snack crackers, a fruit cup or pudding as well as a nutritious drink with appropriate daily values of vitamin C. Youth have also had the option of fruit so as to provide the different areas of the food groups while at the Evening Reporting Center at a reduced cost than if youth refused the meal, there would be no waste of food supplies. This reduced cost to approximately \$1.50 per youth per day while at the Evening Reporting Center. As previously mentioned, the funds have been covered in the past by Annie E Casey Foundation.

In 2011, we developed the Intensive Crisis Intervention Services (ICIS) to address situations involving youth in custody by law enforcement for domestic related status or law violations as well as disruptive school behavior. We began using this service in January of 2012. We have contracted with two local therapy providers who make contact with the family in the home immediately upon receiving the referral from the Juvenile Office and provide up to 18 hours or approximately two weeks of therapy to the family to help identify and address the issues that may be contributing to or causing these referrals. The therapists then also make recommendations for additional services for the families and a final meeting is held with the family, therapist, and Juvenile Office representative to ascertain the success of the program in addition to a stakeholder survey completed by the family at the completion of the program. The therapist is then reimbursed at a rate of \$625 per family that is served. These services previously had been funded through Annie E. Casey Foundation funds, but as those funds were no longer available, juvenile diversion funds were received through OSCA that helped the 13<sup>th</sup> Circuit continue to fund these services.

We feel confident that each of our detention alternatives do an adequate job of restricting a juvenile's movement; however only the Evening Reporting Center provides treatment services to the juvenile as well as restricts movement. The Evening Reporting Center is fairly restrictive and is much higher on our sanctions grid than some of our other alternatives. Further, the Evening Reporting Center can help treat the juvenile, however does not "treat the family" which is often the source of where some of a youth's referrals stem from. We want to continue to offer Intensive Crisis Intervention Services (ICIS), a detention alternative that addresses the immediate crisis needs facing youth age 8-16 that are in custody with law enforcement for domestic related status or law violation offenses as well as for disruptive school behavior.

The 13<sup>th</sup> Circuit also has continued to use several of these alternatives to detention as a sanction for youth who are already under the jurisdiction of the Court as a means to

address dangerous or problematic behaviors in lieu of placement at the Robert L. Perry Juvenile Justice Center for detention or evaluation. Currently, we regularly use both Cell and GPS In Home Detention as well as the Evening Reporting Center as sanctions for violations of a juvenile's supervision which overall have been very successful in addressing problematic behaviors in lieu of detention. Also several youth who have scored a release on the Missouri Juvenile Detention Assessment, but had an override up, were assigned to Shelter Care and the ICIS program when a simple release back to the family was not seen as suitable by both the Deputy Juvenile Officer, parent, and the youth and more intervention was needed, but has only been used in this way on 3 occasions during 2013.

There also are many occasions when several of the alternatives to detention have been used as sanctions for youth. It should be noted that prior to the 13<sup>th</sup> Circuit joining JDAI in 2009, In Home Detention had been used as both an alternative to detention, but also as a sanction. In 2011, the 13<sup>th</sup> Circuit researched and worked to establish a uniform sanctions grid to respond to many technical probation violations that we were seeing youth have. It should further be noted that with the sanctions grid that has been developed, multiple sanctions had been developed and the Evening Reporting Center and In Home Detention were a part of that sanctions grid to respond to more serious and persistent technical probation violations such as persistent school problems, youth who ran away from home for extended periods of time, and youth who failed to report to see their Deputy Juvenile Officer as directed on multiple consecutive occasions. All of these violations being conditions that the youth had been ordered by the Court to complete. It should further be noted that multiple youth who had been detained at the Robert L. Perry Juvenile Justice Center, were released at the detention hearings pre-adjudication to participate in several alternatives to detention such as ICIS, ERC, and In Home Detention once it was determined that further detention was not needed pending adjudication and disposition. Furthermore, several youth were released from the Robert L. Perry Juvenile Justice Center post adjudication yet pre disposition that were being evaluated on the program side of the Robert L. Perry Juvenile Justice Center to further evaluate the youth in the community while participating in the Evening Reporting Center or In Home Detention as a step down to a less secure environment, but with some restriction of movement and services in place to further evaluate those youth in the community.

Several youth have also participated in the Evening Reporting Center and In Home Detention post adjudication and post disposition when it was found that some problematic behaviors persisted from the juvenile that needed further restriction and monitoring, but did not rise to the level of further detention or placement at the Robert L. Perry Juvenile Justice Center.

**Number of people to be served and the number of hours of service to be provided:**

**ICIS:** We estimate that approximately 20 youth and families would be served at \$625 per youth/family, which comes to \$12,500. Specifically, this breakdowns to each family receiving approximately nine hours of service weekly for two weeks, giving each family

approximately eighteen hours of crisis intervention services. This figures out to an hourly rate of \$34.72. The \$625 payment to a provisionally or fully licensed clinical social worker or professional counselor would cover any mileage or administrative cost associated with them providing this service.

We arrived at this estimate in that during the past grant year we had 11 families referred to the ICIS program during the prior grant period and 9 families that actually participated. During the first 3 quarters of the current grant reporting period we have had 10 families participate in the ICIS program, therefore we anticipate an increase of approximately ten cases as the staff has become more familiar with this alternative and positive outcomes have been seen, therefore staff are more frequently taking advantage of this detention alternative as well as use of this program for a potential sanction for youth post adjudication/disposition who are having difficulties in the home that have led to a parental referral or school referral.

#### **GPS/Cell Unit Monitoring:**

One of our case processing goals is to have all youth placed on some form of in-home detention be released within fourteen days. It is our circuit's policy and practice to release youth at their first court appearance if they have had no problems or concerns while on in-home detention. We continue to have the goal of setting each of these youth for first appearance within fourteen days of being placed on in-home detention. For this grant year, the average number of days youth have been placed on home detention has been 17 days in Callaway County and 18 days in Boone County. For this grant year, we have had 45 youth put on GPS or Cell Unit Monitoring as an alternative to detention through grant funding, but actually had a total number of 65 youth on In Home Detention through an alternative to detention or sanction and either grant funded or self pay for a total cost of \$8,573.75. Youth have historically only been eligible for GPS/Cell Unit through grant funding if the Court finds the family indigent. We continue to have the goal of putting more of our technical probation violators who are in custody and who score detention on GPS or Cell Unit Monitoring instead of those youth having to be placed in detention. If they are placed in detention, we look to immediately release them at their detention hearing on home detention until their next court appearance. For the coming grant year, we will be looking to cover not only indigent youth on In Home Detention, but all youth placed on In Home Detention to expand this as an alternative to detention, but also as a sanction for youth. We estimate providing 1120 days of Cell Unit Monitoring or GPS monitoring for approximately fourteen days each to 80 youth. The cost of Cell Unit Monitoring is \$5.00 daily and the cost of GPS Monitoring is \$5.25 daily. Cell Units are used the majority of the time, with GPS units only being 10.8% of the cases this past grant year.

**Shelter Care:** We are estimating that we will provide shelter care to 8 youth who stay on an average of 5 days at a time which comes to 25 shelter care beds at \$79.85/night. The maximum days allowed to remain in shelter care is 7 days. We arrived at this figure by looking at this past year, 2013 where four youth was served which is an increase from one youth during 2012 and these youth stayed an average of 3.75 days, however we

continue to feel that this program is being underutilized and are looking at ways to increase the usage of this program to not only decrease the number of youth of color and youth overall who are presented for detention or would need to appear in Court.

**Evening Reporting Center:** In September, 2012, we began facilitating our own Evening Reporting Center in a building already owned by Boone County. Therefore Boone County assumes the costs of the building. However, costs associated include paying a \$20.00 fee for each participating to participate in Boys and Girls Club programming two times a week, which includes their snack and meal on those evenings. During 2013, Boys and Girls Club failed to submit invoices to us for the youth who participated, however our contract includes the \$20 fee for each youth that attends and we anticipate that they will begin billing us again. There is also the cost of purchasing Moral Reconciliation Therapy workbooks, purchasing meals the three days a week while programming is being facilitated by the Court and providing snacks on the three days the Court provide programming. Grant funds have been received through Court Diversion Funds with Division of Youth Services to assist in the cost for the licensed practitioner who provides the Moral Reconciliation Therapy. From January 2013 through December, 2013, 37 youth participated in the Evening Reporting Center, or an average of 3.1 youth monthly. The average number of days for the youth to participate was 14.8 days. This is slight decrease from 2012. This would therefore entail 11 days of meals and snacks for each youth as the remaining four days is provided by Boys and Girls Club. In this next grant year, we would estimate 50 youth participating an average of 15 days as we would look to increase the use as not only an alternative to detention, but also as a sanction for youth. This would entail \$20.00 for each youth to participate at Boys and Girls Club for a total of \$1,000. Meals would cost \$1.50 a day for 11 days for each youth for a total of 550 meals, \$825. Snacks averaged \$150.00 during 2013 which is an estimate of \$3.95 per youth. The workbooks are \$25.00 for each youth for a cost of \$1,250.

We arrived at this estimate as we had 6 youth participate in the ERC as an alternative to detention in 2013, but an additional 31 youth were ordered to participate in the Evening Reporting Center for a total of 38 participants at the above costs. We anticipate an increase in the use of this program not only as an alternative to detention, but also as a sanction for youth to remain in the community with closer supervision and treatment.

#### **Implementation Plan:**

**ICIS:** This is an established detention alternative and would not require implementation but simply a continuation of an existing service. We currently contract with two local counseling agencies. A copy of the contract we have with each are providers is included in this proposal which outlines the program and services provided

**GPS and Cell-Unit Monitoring:** This is also an established detention alternative that we would want to provide to all families without charge to the youth or their family that are ordered to participate both as an alternative to detention and a sanction. We would not need to implement anything as we currently have an agreement that the family signs which outlines conditions/rules of the program. The service is currently provided by BI,

Incorporated. Youth and families will have their GPS or Cell Unit Monitoring fees paid for with the use of these funds. We would like to include funding for all youth who are placed on In Home Detention as both an alternative to detention and as a sanction as well.

**Shelter Care:** This is also an established detention alternative and would not require implementation but simply a continuation of an existing service. Shelter Care is currently provided to us by Rainbow House and Coyote Hills. A copy of the MOU's we have with each are included in this proposal which outlines the program and services provided.

**Evening Reporting Center:** This is also an established detention alternative and would not require implementation but simply a continuation of an existing service. We would also want to use funding to use the Evening Reporting Center as a sanction for technical probation violations so as to lessen the need for detention, but also respond to problematic behaviors in the community. We currently contract with staff from Reality House to provide Moral Resonation Therapy and with Boys and Girls Club to provide programming two days a week. We purchase food supplies that provide meals and snacks for our youth that provide nutritious benefits for youth while attending the Evening Reporting Center. We also purchase the Moral Resonation Books.

#### **Project Goals and Objectives:**

Goal: Provide a detention alternative to youth that is specific to a youth and family's need in order to prevent subsequent detentions/referrals and additionally provide post adjudication/dispositional services that can be used as a sanction to prevent further re-offenses and lessen the need to return to Court and/or have a juvenile detained.

#### **ICIS Objectives:**

Objective 1: Survey each family who receives services under the program and report number and percentage who reported the service met their needs and was helpful to them.

Objective 2: Track the number and percentage of youth who receive services and who receive a new law violation referral prior to their intake conference/court hearing as well as the number and percentage of youth who receive subsequent law violation referrals following their release from the program.

Objective 3: Track the number of youth who receive services who are detained prior to successfully completing the program as well as the number and percentage of youth who are detained following release from the program.

#### **GPS/Cell Unit Monitoring:**

Objective 1: Track the number of youth who are placed on GPS and Cell Unit Monitoring as well as the number and percentage of youth who receive a new law violation referral prior to their intake conference/court hearing.

Objective 2: Track the number of youth who are placed on GPS and Cell Unit Monitoring who fail to appear for their scheduled intake/court hearing.

Objective 3: Track the number of youth who are placed on GPS and Cell Unit Monitoring who violate the conditions of GPS/Cell Unit Monitoring and are subsequently detained.

#### **Shelter Care:**

Objective 1: Track the number of youth who are placed in Shelter Care as well as the number and percentage of youth who receive a new law violation referral prior to their intake conference/court hearing.

Objective 2: Track the number of youth who are placed in Shelter Care who fail to appear for their scheduled intake/court hearing.

Objective 3: Track the number of youth who are placed in Shelter Care who violate the conditions of Shelter Care and are subsequently detained.

#### **Evening Reporting Center:**

Objective 1: Track the number of youth who are placed in the Evening Reporting Center as well as the number and percentage of youth who receive a new law violation referral prior to their intake conference/court hearing.

Objective 2: Track the number of youth who are placed in Evening Reporting Center who fail to appear for their scheduled intake/court hearing.

Objective 3: Track the number of youth who are placed in Evening Reporting Center who violate the conditions of Evening Reporting Center and are subsequently detained.

#### **Sustainability:**

If funding is no longer available for these programs we will examine resources from our existing budget to cover the cost of the programs. We would have to evaluate our detention alternatives and post adjudication/dispositional programming and the success of each and then determine which alternatives and post adjudication/dispositional services we are able to continue funding using our existing contractual dollars.

#### **Budget:**

**ICIS:** \$625/juvenile and family x 20 juvenile/families = **\$12,500**. This breakdowns to approximately 18 hours of counseling and crisis services from a provisionally or fully licensed clinical social worker or professional counselor over a two week period @ \$34.72/hour. The \$625 payment to a provisionally or fully licensed clinical social worker or professional counselor would cover any mileage or administrative cost associated with them providing this service.

**GPS/Cell Unit Monitoring:** \$5.00/day x 1000.16 days of Cell Unit Monitoring = \$5,000.8 and \$5.25/day x 119.84 days of GPS monitoring = \$629.2 for a total of **\$5,630**. We estimate providing 1000.16 days of Cell Unit Monitoring to 71 youth for approximately fourteen days each which comes to \$71.44/youth. We also estimate providing 119.84 days of GPS monitoring to 9 youth for approximately fourteen days each which comes to \$69.91/youth.

**Shelter Care:** Current state of Missouri Emergency Residential care rate of \$79.85/day x 40 days = **\$3,194**. This is based on serving 8 youth staying an average of five days. \$79.85 x 5 days = \$399.25/youth.

**Evening Reporting Center:** The cost per youth is \$65.45, which entails \$20.00 for Boys and Girls Club, \$25.00 for an MRT workbook, \$16.50 for meals, and \$3.95 for snacks. Therefore with 50 youth at \$65.45 each = **\$3,272**

Summarization:

ICIS: \$12,500  
GPS/Cell Unit Monitoring: \$5,630  
Shelter Care: \$3,194  
Evening Reporting Center: \$3,272

Total Funding Request: **\$24,596**

**County Treasurer to which all reimbursements will be made: Nicole Galloway,  
Boone County Treasurer**

6/16/2014

FY2014  
 Budget Amendments/Revisions  
**Judicial Grants & Contracts (1243)**

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	2/13/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$3,231		Roll unused FY2014 DYS Probation Services Grant
		1243	10100	Judicial Grants/Contracts	Salaries & Wages	\$1,643		
		1243	10200	Judicial Grants/Contracts	FICA	\$126		
		1243	10325	Judicial Grants/Contracts	Disability Insurance	\$5		
		1243	10400	Judicial Grants/Contracts	Workers Comp	\$1,097		
		1243	10500	Judicial Grants/Contracts	401(A) Match Plan	\$360		
2	2/13/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$1,628		Roll unused FY2014 DYS Intensive Intervention Grant
		1243	71100	Judicial Grants/Contracts	Outside Services	\$1,628		
3	2/13/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$271		Roll unused FY2014 Fostering Court Improvement Grant
		1243	37230	Judicial Grants/Contracts	Meals & Lodging - Training	\$236		
		1243	37240	Judicial Grants/Contracts	Registration/Tuition	\$35		
4	3/27/2014	1243	71100	Judicial Grants/Contracts	Outside Services		\$900.00	Purchase laptop approved in VAWA Grant
		1243	92301	Judicial Grants/Contracts	Replacement Computer Hardware	\$900		
5	5/5/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$3,000		Inc. rev. & exp. For Multidisciplinary Training for Child Welfare Cases grant
		1243	71101	Judicial Grants/Contracts	Professional Services	\$3,000		
6	5/6/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$1,541		Inc. revenues and expenditures for DMC Grant
		1243	23050	Judicial Grants/Contracts	Other Supplies	\$741		
		1243	71100	Judicial Grants/Contracts	Outside Services	\$800		
7	5/16/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$6,392		DMC Contractual Diversion Strategy Funding
		1243	37220	Judicial Grants/Contracts	Travel to Training	\$1,982		
		1243	37230	Judicial Grants/Contracts	Meals/Lodging	\$4,410		
8	6/9/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$5,000		FY14 DRRF Grant-Contact for Kids: A Safe Way Grant
		1243	71101	Judicial Grants/Contracts	Professional Services	\$5,000		
9	6/12/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$12,298		Juvenile Justice Program Assistance Grant
		1243	23050	Judicial Grants/Contracts	Other Supplies	\$625		
		1243	23400	Judicial Grants/Contracts	Food	\$511		
		1243	37000	Judicial Grants/Contracts	Dues	\$500		
		1243	71100	Judicial Grants/Contracts	Outside Services	\$7,847		
		1243	71600	Judicial Grants/Contracts	Equipment Lease	\$2,815		

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby accept and approve the attached invoice for the indigent burial of William G. White.

Done this 29th day of July, 2014.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Absent*  
Karen M. Miller  
District I Commissioner

*Jaret M. Thompson*  
Jaret M. Thompson  
District II Commissioner



April 18, 2014

To Whom It May Concern,

William White is a current patient of Hospice Compassus. Mr. White has limited resources and is unable to pay for cremation costs himself. This patient also does not have friends or family who can step up to assist with cremation costs. I have been in contact with Janet Thompson at the County Commissioners office as well as Joe Kinney with Heartland Cremation in Columbia regarding this issue. So far, this patient has signed the cremation consent form himself and, as instructed by the Commissioner's office, has also signed an Affidavit acknowledging a lack of resources to pay for cremation. I gathered a local notary to notarize the Affidavit, however, an issue arose. Since the "wording" on the Affidavit is geared towards a patient who has already died (for example, it includes an area to write in the date of death); the notary that I collaborated with was not comfortable signing the document. Again, I consulted with Janet Thompson, who suggested that the patient go ahead and sign the Affidavit and for me to write this letter in support of this patient in his unique circumstances and to not worry about a notarization.

Please feel free to contact me with any further questions.

Sincerely,

Caitlin Campbell, MSW

Hospice Compassus, Columbia

573-443-8360



CREMATION & BURIAL SOCIETY

**AFFIDAVIT**

I, Joseph P. Kinney, President of Heartland Cremation & Burial Society, have been duly sworn, state that the following is true and correct to the best of my knowledge and belief.

1. I know of no next of kin of **WILLIAM G. WHITE** deceased, who had responsibility for the support of decedent while living, nor any next of kin who is able or willing to pay for the burial of decedent.
2. **WILLIAM G. WHITE, HIMSELF**  
Decedent, has appeared to exercise authority over the disposition of the remains of decedent.
3. **WILLIAM G. WHITE** decedent, (social security number **462-92-0536**) died at **PARKSIDE MANOR** on **JULY 17, 2014** at **1:17 a.m.**
4. I have made reasonable inquires concerning the decedent's assets and I know of no assets of decedent of a value in total in excess of \$500.
5. The Missouri State Anatomical Board was notified pursuant to Section 194.150 RSMo. that the body may be made available to an educational institution for the promotion or application of anatomical knowledge.
6. Funding for disposal of the decedent's remains from insurance or governmental resources is not adequate to pay for the cost of least expensive disposal.

*Joseph P. Kinney*  
Signature

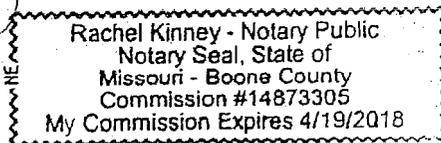
State of Missouri)

County of Boone)

Subscribed and sworn to before me this 23rd day of July, 2014.

*Rachel Kinney*  
Notary Public

4/19/18  
Commission Expiration Date



6113 Blue Ridge Blvd  
Raytown, MO 64133  
Phone (816) 313-1677

616 Jackson St.  
Columbia, MO 65203  
Phone (573) 442-7850

618 Howard St.  
Jefferson City, MO 65109  
Phone (573) 636-7850

7700 Shawnee Mission Pkwy  
Overland Park, KS 66202  
Phone (913) 789-8998

[www.heartlandcremation.com](http://www.heartlandcremation.com)

### AFFIDAVIT

I, William White, having been duly sworn, state that the following is true and correct to the best of my knowledge and belief.

1. I am a resident of Boone County, State of Missouri, living at 1201 Hunt Ave Phone No. 573-449-1448  
Cotacoia

2. William White, age 61, social security number 462-92-0536, sex Male, was a resident of and died in Boone County on CC \_\_\_\_\_, and at the time of death his/her total worldly possessions and assets were of a value of less than \$500.00.

3. I am the (self) of \_\_\_\_\_  
(state relationship to deceased)

I do not have responsibility for the burial of said decedent, or if I do, I do not have the financial ability to pay for burial, in that my total assets and possessions are of a value less than \$250.00.

4. I do not know of any next of kin of the decedent who has responsibility for the burial of decedent with sufficient assets to pay for the burial. I do not know of any next of kin willing to pay for cremation and/or burial.

5. I (consent) (object) to the cremation of the remains of the decedent.  
(Please circle one)

6. I request that Boone County pay for the cremation and/or burial of decedent.

7. Other next of kin are (name all living members of immediate family and their relationship; mother, father, son, daughter, brother, sister):

	NAME & RELATIONSHIP	ADDRESS
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

X William White  
Print Name

X William D. Royle  
Signature

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Commission Expiration Date \_\_\_\_\_

Witness: Caitlin Campbell 4/18/14  
Carter Carter



CREMATION & BURIAL SOCIETY

616 Jackson St., Columbia, MO 65203  
 618 Howard St., Jefferson City, MO 65109

Bill To:  
 Boone County Commission  
 801 E. Walnut, Room 245  
 Columbia, MO 65201

Date	Invoice No.	P.O. Number
07/23/14	2014170	

Item	Quantity	Description	Rate	Amount
Simple Cremation	1	Simple Cremation of William White	250.00	250.00
			0.00%	0.00
			<b>Total</b>	<b>\$250.00</b>

16. PLACE OF DEATH (Check only one: see instructions.)

IF DEATH OCCURRED IN A HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> DOA		IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL <input type="checkbox"/> Hospice Facility <input checked="" type="checkbox"/> Nursing Home/Long Term Care Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)	
17. FACILITY NAME (If not institution, give street and number) PARKSIDE MANOR		18. CITY OR TOWN, STATE AND ZIP CODE COLUMBIA, MISSOURI 65202	
19. COUNTY OF DEATH BOONE		22. LOCATION (City or Town, State) COLUMBIA, MISSOURI	
20a. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify)		20b. DATE OF DISPOSITION (Month, Day, Year) JULY 22, 2014	
21. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) HEARTLAND CREMATION & BURIAL SOCIETY		25. FUNERAL ESTABLISHMENT LICENSE NUMBER 2013006008	
23. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY HEARTLAND CREMATION & BURIAL SOCIETY 616 JACKSON ST. COLUMBIA, MISSOURI 65203		24. SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER PERSON ACTING AS SUCH ▶ JOSEPH P KINNEY	
26. ACTUAL OR PRESUMED TIME OF DEATH 01:17		27. WAS MEDICAL EXAMINER/CORNER CONTACTED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
28. PART I. Enter the <u>chain of events</u> - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary.  IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. ACUTE RENAL FAILURE Due to (or as a consequence of): b. DEHYDRATION Due to (or as a consequence of): c. LIVER CANCER Due to (or as a consequence of): d. _____  Approximate interval: Onset to Death DAYS DAYS MONTHS TO YEARS			
PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.			29. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input type="checkbox"/> No
31. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown			30. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> No
32. IF FEMALE <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 30 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		33. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined	
34. DATE OF INJURY (Month, Day, Year) (Spell Month)		35. TIME OF INJURY	
36a. LOCATION OF INJURY - STATE		36b. COUNTY	
36c. CITY OR TOWN		36d. STREET AND NUMBER	
36e. ZIP CODE		37. INJURY AT WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No	
38. DESCRIBE HOW INJURY OCCURRED			39. IF TRANSPORTATION ACCIDENT (SPECIFY) <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)
41. CERTIFIER (CHECK ONLY ONE) <input checked="" type="checkbox"/> Certifying Physician - To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Coroner - On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.  SIGNATURE ▶ JERRY J BRUGGEMAN			
42. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 28) JERRY J BRUGGEMAN 910 N COLLEGE AVE STE 3, COLUMBIA, MISSOURI 65201			43. TITLE OF CERTIFIER MD
44. CERTIFIER MD LICENSE NUMBER 2004011867		45. CERTIFIER MPI NUMBER 1033161120	
46. DATE CERTIFIED (Month, Day, Year) JULY 18, 2014		47. REGISTRAR'S SIGNATURE ▶ CRAIG B. WARD	
48. FOR REGISTRAR ONLY - DATE FILED (Month, Day, Year) JULY 22, 2014		49. DECEDENT'S EDUCATION (Check the box that best describes the highest degree or level of school completed at time of death.) <input type="checkbox"/> 8th grade or less <input type="checkbox"/> 9th - 12th grade, no diploma <input checked="" type="checkbox"/> High school graduate or GED completed <input type="checkbox"/> Some college credit, but no degree <input type="checkbox"/> Associate degree (e.g., AA, AS) <input type="checkbox"/> Bachelor's degree (e.g., BA, AB, BS) <input type="checkbox"/> Master's degree (e.g., MA, MS, MEng, MEd, MSW, MBA) <input type="checkbox"/> Doctorate (e.g., PhD, EdD) or professional degree (e.g., MD, DDS, DVM, LLB, JD)	
50. DECEDENT OF HISPANIC ORIGIN? (Check the box that best describes whether the decedent is Spanish/Hispanic/Latino. Check the "No" box if decedent is not Spanish/Hispanic/Latino.) <input checked="" type="checkbox"/> No, not Spanish/Hispanic/Latino <input type="checkbox"/> Yes, Mexican, Mexican American, Chicano <input type="checkbox"/> Yes, Puerto Rican <input type="checkbox"/> Yes, Cuban <input type="checkbox"/> Yes, other Spanish/Hispanic/Latino (Specify)		51. DECEDENT'S RACE (Check one or more races to indicate what the decedent considered himself or herself to be.) <input checked="" type="checkbox"/> White <input type="checkbox"/> Other Asian (Specify) <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> American Indian or Alaska Native (Name of the enrolled principal tribe) <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander (Specify) <input type="checkbox"/> Chinese <input type="checkbox"/> Other (Specify) <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Unknown	
52. DECEDENT'S USUAL OCCUPATION (INDICATE TYPE OF WORK DONE DURING MOST OF WORKING LIFE. DO NOT USE "RETIRED") UNKNOWN		53. KIND OF BUSINESS/INDUSTRY UNKNOWN	

STATEMENT BY LICENSED EMBALMER

EMBALMED  NOT EMBALMED

I hereby certify that the deceased named above was embalmed by me.

\_\_\_\_\_  
(Name and Licensee Number)

or by student

\_\_\_\_\_  
(Name and Licensee Number)

on

\_\_\_\_\_  
(Date)

working under my personal supervision.

\_\_\_\_\_  
City or Town

\_\_\_\_\_  
State

NOTE: Failure to comply with embalming requirements constitutes grounds for revocation of license.

\_\_\_\_\_  
Date Certified (Month, Day, Year)