CERTIFIED COPY OF ORDER

December Session of the October Adjourned

Term. 20

15

County of Boone

In the County Commission of said county, on the the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does, by proclamation, hereby honor Warren Brewer.

Done this 8th day of December, 2015.

ATTEST:

Wendy S Moren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson
District II Commissioner

PROCLAMATION RECOGNIZING MAJOR WARREN BREWER

WHEREAS, Warren Brewer worked for the University of Missouri Police

Department following a tour in the Army as a medivac helicopter.

pilot for six years; and

WHEREAS, Warren brought his military and law enforcement background to the

Boone County Sheriff's Department in 1981; and

WHEREAS, Warren moved up through the ranks, transitioning from road officer

to the jail in 1988, where he started that phase of his career as a

lieutenant and ended as Jail Administrator; and

WHEREAS, Warren was known by everyone who knew him as a great wit and no

one ever wanted to follow him at the microphone because of his

ability to hold an audience in the palm of his hand; and

WHEREAS, Watren was highly respected by administration; employees, lawyers;

judges and inmates alike. Warren worked over the years to bring streamlined services to the corrections facility, including onsite medical and mental health services. Boone County lost this

incredible leader on December 4, 2015; following his long struggle

with cancer; and

WHEREAS, Warren, also known as "Doolin Riggs," was an active and beloved

participant in many outside activities; especially historical re-

enactments and shooting competitions; and

WHEREAS, ____ Warren and the love of his life. Christal Scholle, were united in

marriage on this earth for 38 years; and

THEREFORE, the Boone County Commission hereby recognizes the service of this

exemplary employee, citizen and friend, and the positive impact his

career has had on all of the citizens of Boone County.

IN TESTIMONY WHEREOF, this 8th Day of December, 2015.

ATTEST

Daniel K. Atwill, Presiding Commissioner

Kafen M. Miller, District I Commissioner

ren, County Gerk / Jangt M. Thompson, District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone

December Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the

8th

day of

December

20 15

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 101 N. Rainbow, parcel #17-319-12-01-122.00 01.

Done this 8th day of December, 2015.

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

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement)	December Session
101 N Rainbow)	November Adjourned
Columbia, MO 65201)	Term 2015
)	Commission Order No. 57 <i>b-</i> んいら

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 8th day of December 2015, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

- 1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
- 2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
- 3. A public nuisance exists described as follows: 2 abandoned cars on the property
- 4. The location of the public nuisance is as follows: 101 N Rainbow Dr., Sunrise Estates Blk V Lot 30 (a/k/a parcel # 17-319-12-01-122.00 01) Section 12, Township 48, Range 12 as shown by deed book 0843 page 0222, Boone County
- 5. The specific violation of the Code is: 2 abandoned cars in violation of sections 6.3.5 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 19th day of October, 2015, to the property owner, occupant, and any other applicable interested persons.
- 7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
- 8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

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

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

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

Boone County, Missouri

By Boone County Commission

Presiding Commissioner

ATTEST:

Boone County Clerk

101 N Rainbow Dr.

Cohle Paul & Robin Lock

ACTIVITY LOG

10/15/2015	citizen complaint received
10/19/2015	complaint investigated – two abandoned cars with expired plates and flat tires
10/21/2015	notice of violation sent via Certified Mail
11/16/2015	Certified letter never signed for; never returned
11/19/2015	Notice ran in the Columbia Daily Tribune
11/19/2015	reinspection conducted – violation still present
11/19/2015	pictures taken
11/19/2015	hearing notice sent via First Class Mail
12/1/2015	Reinspection conducted and no change

101 N Rainbow Drive

17-319-12-01-122.00 01

Cohle Paul & Robin Lock







Boone County Assessor

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

Office (573) 886-4270 Fax (573) 886-4254

Parcel 17-319-12-01-122.00 01

Property Location 101 N RAINBOW DR

City

Road COMMON ROAD DISTRICT (CO)

School COLUMBIA (C1)

Library BOONE COUNTY (L1)

Fire BOONE COUNTY (F1)

COHLE PAUL R & ROBIN A LOCK Owner

Address 101 N RAINBOW DR

City, State Zip COLUMBIA, MO 65201 - 6929

Subdivision Plat Book/Page

0012 0072

Section/Township/Range

12 48 12

Legal Description

SUNRISE EST BLK V

LOT 30

Lot Size

 83.00×143.50

Irregular shape

Υ

Deed Book/Page

0843 0222

Current Appraised

Current Assessed

Type Land Bldgs Total RI 15,200 75,100 90,300

Type

Bldgs

Total

Totals 15,200 75,100 90,300

Totals 2,888 14,269 17,157

Land

RI 2,888 14,269 17,157

Most Recent Tax Bill(s)

Residence Description

Year 1981

Built

Use SINGLE FAMILY

(101)

NONE (1)	1) Attic	NONE (1)	Basement
1,286	Main Area	3	Bedrooms
0	Finished Basement Area	2	Full Bath
		0	Half Bath
1,286	Total Square Feet	5	Total Rooms

mercia Unio Edministration

GAT TO ENGLISH CONCENSION AND STORY OF WINE STORY

Nora Dietzel

none County, Missouri - Recorder of Deeds

Click Here To View Document

Boone County Recorder of Deeds 801 East Walnut, Rm. 132 Columbia, MO 65201-7728

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

Document recording information

Instrument

DT - DEED OF TRUST

Document No.

1991014933

Book

843

Page

225

Recording Date

9/11/1991 2:23:00 PM

Dated date

9/11/1991

Referenced By This Document (0)

References To This Document (1)

Book: 843 Page: 857 AS

Referenced Amount \$56,700.00

Grantor(s) (2) COHLE, PAUL R

LOCK, ROBIN A

Grantee(s) (1) 'IZZOU CREDIT UNION

Mortgagee's Address

FIRST & BROADWAY COLUMBIA, MO 652010000

Legal Description(s) (1)

LT 30 SUNRISE ESTATES SUB BLK5

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CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

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

Cohle Paul R & Robin A Lock 101 N Rainbow Dr. Columbia, MO 65201-6929

An inspection of the property you own located at 101 N Rainbow Dr. (parcel # 17-319-12-01-122.00 01) was conducted on October 19, 2015 and revealed two abandoned cars/truck on the property with flat tires and expired plates.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.3.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

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

Sincerely,

Britni Hendren

Environmental Public Health Specialist

Britmi Hendrem

This notice deposited in the U.S. Mail certified, return receipt requested on the \bigcirc October 2015 by \bigcirc \bigcirc

day of

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



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT DIVISION OF ENVIRONMENTAL HEALTH

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

Mizzou Credit Union First and Broadway Columbia, MO 65201-0000

An inspection of the property you hold a lien on located at 101 N Rainbow Dr. (parcel # 17-319-12-01-122.00 01) was conducted on October 19, 2015 and revealed two abandoned cars/truck on the property with flat tires and expired plates.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.3.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

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

Sincerely,

Britni Hendren

Environmental Public Health Specialist

ritmi Hendaan

This notice deposited in the U.S. Mail certified, return receipt requested on the day of October 2015 by M.

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



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI

HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Cohle Paul R & Robin Lock 101 N Rainbow Dr. Columbia, MO 65201-6929

An inspection of the property you own located at 101 N Rainbow Dr. (parcel # 17-319-12-01-122.00 01) was conducted on October 19 2015 and revealed two abandoned cars in the driveway with flat tires. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.3.5

You are herewith notified that a hearing will be held before the County Commission on Tuesday December 8, 2015 at 9:30 am in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Britni Hendren

Prillie Harden

Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the day of December 2015 by

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

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss. County of Boone

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

1st Insertion	November 19, 2015
2nd Insertion	1107011100 17, 2013
3rd Insertion	
4th Insertion	
5th Insertion	
6th Insertion	
7th Insertion	
8th Insertion	
9th Insertion	
10th Insertion	
11th Insertion	
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17th Insertion	
18th Insertion	
19th Insertion	
20th Insertion:	
21st Insertion:	
22nd Insertion:	
\$61.97	By: Coundra Halic

Subscribed & sworn to before me this

Printer's Fee

Candra Galiley

Miller on Parameter was the world have RUBY KUHLER Notary Public - Notary Seal State of Missouri, Boone County Commission # 14915807 My Commission Expires Aug 27, 2018

Notary Public

NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Cohle Paul R & Robin A Lock 101 N Rainbow Drive Columbia, MO 65201-6929

In accordance with section 67.402 RSMo and section 6.3.9 and 6.3.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Sunrise Est Blk V Lot 30, a/k/a 101 N Rainbow Drive, as shown by deed book 0843 page 0222

Type of Nuisance: two abandoned vehicles on the property

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

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

INSERTION DATE: November 19, 2015.

Boone County, Missouri Unofficial Document

Find for record on Sopt. // 1991 at 2:23 o'clock Min Boone Co. Mo. Document No. 1932 recorded in Book 843 page Z25 Bettie Johnson, Recorder of Deeds

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DEED OF TRUST
THIS DEED OF TRUST ("Security Instrument") is made on SEPTEMBER 111991 The grantor
FAUL R. COHLE AND ROBIN A. LOCK, TWO SINGLE PERSONS
("Bortoner") The trustee is
('Trustee') The beneficiary is
, which is organized and existing under the laws of
address is FIRST AND BROADWAY, COLUMBIA, MO 65201
("Lender") Borrower owes Lender the principal sum of FIFTY SIX THOUSAND SEVEN HUNDRED AND NO/100
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2021. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose. Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in
LOT THIRTY (30) OF SUNRISE ESTATES SUBDIVISION, BLOCK V AMENDED, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 12, PAGE 72, RECORDS OF BOONE COUNTY, MISSOURI AND LOCATED IN PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 12, TOWNSHIP 48 NORTH, RANGE 12 WEST.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
which has the address of 101 RAINBOW PRIVE COLUMBIA.
Missouri ("Property Address");
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record,
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.
UNIFORM COVENANTS Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the belower to the day monthly payments are due under the feed to the day monthly payments are due under the feed to the day monthly payments of the deep under the deep control of the day monthly payments of the deep under the deep control of the day monthly payment of the deep control of the deep co

In the trends the decrease the amounts permitted to be held by applicable law. Lender thall account to Borrower to the execs. Furder receded the amounts permitted to be held by applicable law. Lender thall account to Borrower to the execs. Furder in a condument of applicable law. If the innount of the lands held by the decrease for the execs. Furder in a condument of applicable law in the requirements of applicable law in the form to the execs. Furder in a notice, a large and a factorism.

Lender at any time to see sufficient to pay the Exercive them in the function of the form of the property. Lender that a factorism in the decrease in a notice, and the form of the property, thall apply any to Lender thall be applicable law provides otherwise all payments found to Borrower any background help the form of the property, thall apply any in the form of the property, the form of the property, that a condition of Payments. Unless applicable law provides otherwise all payments received by Lender that december of acquiring the form of the property, that a condition of Payments. The form of the property is a creating against the sum of the formy, that is a property and the formy of the formy. The form of the formy o

the purpose in bettower makes may be the motion of the lien in a second to be the purpose of the second by the purpose of the

Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the natives in the proceeds.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 40-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of privaceds to principal shall not extend or postpone the due of the monthly payments referred to in paragraphs. I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower is right to any insurance policies and proceeds resulting from damage to the Property is acquired by Lender, Borrower is night to any insurance policies and proceeds resulting from damage to the Property is acquired by Lender, Borrower is night to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition and use the Property as Borrower's Principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in mitting, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control Borrower shall not destroy damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property Borrower shall not destroy damage or impair the Property of the Property of otherwise materially impair the lien created by this Security Instrument or Lender's security interest Borrower may cure such a default and reinstate, as provided in paragraph 18, by casing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination precludes forfeiture of the Borrower is mitered in the Property of other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall not lemited to, representations concerni

statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Rote, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph? Lender does not have to do so

under this paragraph 7. Lender does not have to do so

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage tin the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law

and Lender or applicable law

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Bornower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Bornower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Bornower, in the event of a partial taking of the Property

Form 3026 9/90 (page 3 of 6 pages)

RS SYSTEMS, INC., ST. CLOUD MN \$4303 (1-600-367-2341) FORM MD-1-MO 2/12/91

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in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the aums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall build and benefit the successors and assigns of Lender in do Borrower who co-signs this Security Instru

with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address. Borrower designates by notice to Lender. Any notice to Lender is address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided.

in this paragraph

15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any pair of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these some prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security. Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security. Instrument, or (b) entry of a judgment enforcing this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable automeys, fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument fully effective as if no acceleration had occurred.

Form 3026 990 spage 4 of 0 pagesi

BANKERS SYSTEMS INC. 57 CLOUD MIN \$6302 (1-800 397 2341; FORM MD-1 MO 2:12/9

Nora Dietzel, Recorder of Dee

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer. Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will

will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property Borrower shall not do nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances," are those substances defined as toxic or hazardous substances between other flammable or toxic petroleum products, toxic pesticides and herbicides violatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Hazardous substances gasoline, kerosene other flammable or toxic petroleum products, toxic pesticides and herbicides violatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the P

NON-UNIFORM COMENANTS. Borrower and Lender further covenant and agree as follows

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies permitted by applicable law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in; this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without 'demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any coverant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and atto

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed bereunder by an instrument recorded in the county in which this Security Instrument is recorded Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Lease of the Property. Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Borrower, and every person claiming an interest in or possessing the Property or any part hereof. thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of

the Property at the foreclosure sale.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

Form 3026 9/90 (peer 5 of 6 peers)

INCERS SYSTEMS, INC., ST. CLOUD MIN SIZES (1-800-387-2341) FORM MID-1-MID 2/1249



Boone County, Missouri Unofficial Document

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Instrument Check appli Adjustable R Graduated Pa Balloon Ride	nts and agreements of t cuble box(ex)] are Rider yment Rider r crfy]	ments of each such rider shall be incorbus Security Instrument as if the ride Condominium Rider Planned Unit Development Rider Rate Improvement Rider	r(s) were a part of this Security 1-4 Family Rider Blweekly Payment Rider Second Home Rider
and in any rider(x) execu	ed by Borrower and reco	d agrees to the terms and covenants connected with it PAUL R. Cohle PAUL R. COHLE Social Security Number ROBIN A. LOCK	(Seal) -Borrower
		Social Security Number	
	[Space Below This	Line For Acknowledgment and Recording Di	ata]
STATE OF MISSOURI COUNTY On this 11th	ofBOONE day ofday ofdock,	SEPTEMBER, 1991 TWO SINGLE PERSONS	ss , before me personally appeared
OTARY TO JEST HON YOUR THEN AMERICAN THE STATE OF THE STA	person(s) described in execute WHEREOF, I have here	and who executed the foregoing inside the same as . THEIR	strument, and acknowledged that free act and deed, al seal in the GOUNTY
11/15/92	MARY J	O ALEXANDER Notary Pub	AC.
BANKERS SYSTEMS, INC., ST. CU	DUD NAN 58302 (1-800-387-2541) FC	5/84 MD-14MO 2/12/81	Form 3028 \$190 (page 6 of 6 pages)
	IISSOURI) BOONE) SS.		
or the 11T	he foregoing instrum H day of SEPTE Inutes P M and	tecorder of Deeds for said count nent of writing was filed for re MBER , 1991 at 2 is truly recorded in Book 18 nd official seal on the day and	ecord in my office o'clock and 843 Page 225 .
0F 1/15		BETT E JOHNSON, RE	CORDER OF DEEDS
)HIII		•	

CERTIFIED MAIL® RECE Domestic Mail only To delivery Information visit our vehicle allowing acons Postage s Postage s Return Receipt Fase (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$6.73 Sent To Paul Cohie & Robin Lock Total Postage & Fees \$10.1 N. Rainbow Dr. Or PO Box No. City, State. ZIP44 Columbia, MO 65201-6929
PS: Form 3899, July 2014 See Reverse for Instructions
U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only Fordelivery information, visit our website at www.usps.com®.
22 Ath. Postage \$ XBH
Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$ 6.73
Sent To Sireet & Apt. No. or PO Box No. Oity, State, ZIP+4 Columbia, MO 65201-0000
PS Form 3800, July 2014 See Reverse for Instructions

CERTIFIED COPY OF ORDER

TATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

8th

day of

December

0 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Three to 36-22JUN15 – Water Heaters for the Boone County Sheriff.

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

Done this 8th day of December, 2015.

ATTEST:

Wendy \$./Noren

Clerk of the County Commission

Daniel K. Atwilf

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO Director of Purchasing



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

Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPB, CPPO

DATE:

June 2, 2015

RE:

Amendment Number Three – 36-22JUN15 – Water Heater(s) for the

Boone County Sheriff

Contract 36-22JUN15 – Water Heaters for the Boone County Sheriff was approved by commission for award to J. Louis Crum Corporation of Columbia, Missouri for \$29,420.00 on July 16, 2015, commission order 301-2015. This amendment adds all new gas regulators in the Boone County Jail as needed to accommodate the new high pressure gas meter that Ameren intends to install. This needs to be done to complete the water heater project. The high efficiency quick recovery water heaters need additional gas pressure versus the old units.

Amendment total of \$4,660.99 will be paid from department 1256 – Sheriff/Corrections Building HK/Maintenance, account 92200 – Replacement Buildings / Improvements.

Also attached for signature is the *Elevated Delivery Pressure Request Form* from Ameren. This is to replace the existing meter with a 2 PSI meter. It is a one time charge of \$1,377.50 and will be paid from 1256 – Sheriff/Corrections Building HK/Maintenance, account 92200 – Replacement Buildings / Improvements.

cc:

Gary German, Leasa Quick, Sheriff Dept.

Contract File

Commission Order: <u>577 - 2015</u>

BOONE COUNTY, MISSOURI

CONTRACT AMENDMENT NUMBER THREE PURCHASE AGREEMENT FOR WATER HEATER(S) FOR THE BOONE COUNTY SHERIFF

The Agreement **36-22JUN15** dated July 16, 2015 made by and between Boone County, Missouri and **J. Louis Crum Corporation**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. ADD: Furnish and install new gas regulators for \$4,660.00 as detailed on the attached quote dated November 6, 2015.
- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement and Amendments Number One and Two shall remain in full force and effect.

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

by fruly Effect	<u> </u>	by: Boone County	Commission
title PRESIDENT		Daniel K. Atwill, Pr	residing Compassioner
APPROVED AS TO FORM:		ATTEST:	
by: Lews		Wendy S. Moren, Co	Nonew
County Counselor		Wendy S. Moren, Co	ounty Clerk
AUDITOR CERTIFICATION			
In accordance with RSMo 50.660, I he	reby certify that a suff	ficient unencumbered app	propriation balance exists and
is available to satisfy the obligation(s)	arising from this conti	ract. (Note: Certification	n of this contract is not required
if the terms of this contract do not crea	_	•	~
June Pitablood	by nix	1210812015	1256 / 92200 / \$4,660.99
Signature	7 10	Date	Appropriation Account

J. LOUIS TRUM CORPORATION

Commission Order: <u>577-2015</u>

J. Louis Crum Corporation

Mechanical Contractor

1312 Creasy Springs Road Columbia, Missouri 65202 (573) 443-2488 Heating Air Conditioning Plumbing Commercial Refrigeration FAX: (573) 443-3469

Boone County Commission Boone County Jail

DATE: November 6, 2015

E: Gas Modifications for new meter

ATTN: Melinda Bobbitt

PROPOSAL

We purpose to furnish labor and material to furnish and install new gas regulators (utilizing vent limiters in lieu of vent piping); piping and accessories; and adjust the gas served appliances in the building to accommodate the new high pressure gas meter that Ameren is installing. This includes re routing the kitchen gas supply pipe into the mechanical room where the regulator for the kitchen will be remotely located.

Consisting of:

1- 3 - 2 - 20- 5- 1- 2-	Water Heat Boiler Regu 1 ¼" Sch. 4 1 ¼" Sch 90 1 ¼" 150# № 1 ¼" 150# №	unions @ \$15.83	81.00 550.80 945.00 39.00 26.80 2.88 31.66 9.30
4-	1 ¼" Sch. 40 Nipple @ \$4.65 1 ½" X 1 ¼" MI Reducer @ \$7.30		2 <u>9.20</u>
	Material Su	ıbtotal	\$1,715.64
	Operating a	and Profit @ 15%	<u>257.35</u>
	MATERIAL		\$1,972.99
	LABOR	32.00 hours @ \$84.00/hour	2,688.00

TOTAL.....\$4,660.99

Please let me know of any questions.

Steve W. SHUFELBERGER Share kt. Shurelleze



ELEVATED DELIVERY PRESSURE REQUEST FORM

Boone County Jail	(hereinafter referred to as "Customer") requests that Ameren provide gas
service at a delivery pressure which	ch is higher than Ameren's standard delivery pressure of 7 inches water
column at the following service ad	dress: 2121 E County Dr
The requested delivery pressure is	5 2 psig.
It is the responsibility of the Custo	mer to design, install and pressure test all non-Ameren facilities, such as
customer owned piping and equip	ment downstream of the meter set. The pressure test must be at a maximum
emergency pressure of 1 $\frac{1}{2}$ times	the delivery pressure in accordance with NFPA 54 or applicable local
regulations, whichever is greater.	
Customer understands that furthe	regulation of pressure may be required at each piece of equipment and

accepts the responsibility for the proper installation, operation and maintenance of such equipment. Any damage to customer equipment will be the responsibility of the Customer. Any changes to Ameren gas metering and service facilities resulting from customer design or information errors (as determined by Ameren) following initial construction will be completed at the Customer's expense.

Customer further acknowledges that a one-time service fee will be charged to the customer for an elevated delivery pressure based on the size of the meter to be installed and the delivery pressure requested.

Ameren will process Customer's request upon receipt of this document, properly signed and dated.

Customer (Print)

Signature

Title

roved as to legal form

: Sheer County Countelor

Title

12-8-15

Date

Ameren Missouri Contact Information

Contact: Chad Warren

Address:

2001 Maguire Blvd

Columbia MO 65201

Phone:

573-876-3063

Fax:

CERTIFIED COPY OF ORDER

County of Boone

December Session of the October Adjourned

Term. 20

15

County of Boone

In the County Commission of said county, on the

8th day of December 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 145/2015 for Temporary Employment Services to the following:

IMKO Enterprises, Inc. of St. Joseph, MO

Primary Services
Office Clerk
Office Assistance
Administrative Assistant
Facilities Maintenance
Groundskeeper II

Secondary Services
Laborer
Groundskeeper

Labor Ready Central, Inc. of Columbia, MO

Primary ServicesSecondary ServicesLaborerFacilities MaintenanceGroundskeeperGroundskeeper II

Express Employment Professionals of Columbia, MO

Secondary Services
Office Clerk
Office Assistance
Administrative Assistant

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

Done this 8th day of December, 2015.

ATTEST:

Clerk of the County Commission

Daniel K. Atwitt
Presiding Commissioner

Karen M. Miller
District I Commissioner

Japlet M. Thompson District II Commissioner

Boone County Purchasing

Jacob M. Garrett Buyer



613 E. Ash Street, Room 111 Columbia, MO 65201

Phone: (573) 886-4393 Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Jacob M. Garrett

DATE:

November 30, 2015

RE:

Cooperative Contract: 145/2015 - Temporary Employment Services

Purchasing requests permission to put in place for County use the City of Columbia cooperative contract 145/2015 – Temporary Employment Services Award is as follows:

IMKO Enterprises, Inc. of St. Joseph, MO

<u>Primary</u>	
Office Clerk	\$11.25 / hour
Office Assistant	\$11.88 / hour
Administrative Assistant	\$12.50 / hour
Facilities Maintenance	\$13.38 / hour
Groundskeeper II	\$13.38 / hour

Secondary

Laborer \$12.02 / hour Groundskeeper \$12.02 / hour

Labor Ready Central, Inc. of Columbia, MO

Primary

Laborer \$12.00 / hour Groundskeeper \$12.00 / hour

Secondary

Facilities Maintenance \$13.50 / hour Groundskeeper II \$15.00 / hour

Express Employment Professionals of Columbia, MO

Secondary

Office Clerk \$12.25 / hour
Office Assistant \$13.75 / hour
Administrative Assistant \$15.93 / hour

Initial contract term is November 1, 2015 – through July 31, 2016 with four additional one-year renewal periods. These are county-wide Term and Supply contracts.

cc: Contract File

PURCHASE AGREEMENT FOR TEMPORARY EMPLOYMENT SERVICES

THIS AGREEMENT dated the 8th day of 12015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and IMKO Enterprises, 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 Temporary Employment Services in compliance with all bid specifications, any addendum and resulting City contract issued for the City of Columbia Contract 145/2015, Vendor Bid Response, Work Authorization Certification, Boone County Insurance Requirements and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or City of Columbia bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Insurance Requirements, Boone County Standard Terms and Conditions, and the City of Columbia Contract 145/2015 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 Temporary Employment Services on an as needed basis. **IMKO Enterprises Inc.** shall act as the Primary Vendor for lines 1,2,3,5,7 and Secondary Vendor for lines 4, 6.

<u>Primary</u>	
Office Clerk	\$11.25 / hour
Office Assistant	\$11.88 / hour
Administrative Assistant	\$12.50 / hour
Facilities Maintenance	\$13.38 / hour
Groundskeeper II	\$13.38 / hour

Secondary

Laborer	\$12.02
Groundskeeper	\$12.02

- 3. Contract Duration This agreement shall commence on the November 1, 2015 and extend through July 31, 2016 subject to the provisions for termination specified below. Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc.
- 4. *Billing and Payment* All billing shall be invoiced to the respective ordering Boone County Office / Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt. In the event of a billing dispute, the County reserves

the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 5. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. *Termination* This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.
 - d. Or other just cause so deemed by the County.

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

title Charles and the control of the	by: Boone County Commission Dan J. W. Ahman, Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:
County Counselor	Wendy S. Noren, County Clerk

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

Signature by cy

Date

County – Wide Term & Supply

No Encumbrance Recognical

Appropriation Account

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

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

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

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

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

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

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

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 resubmittal at the new date and time of bid closing.
- 5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 12. No bid transmitted by fax machine or e-mail will be accepted.
- 13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

- 15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
- 18. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
- 19. **Equipment and serial and model numbers -** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

FINANCE DEPARTMENT PURCHASING DIVISION

NOTIFICATION OF CONTRACT AWARD

CONTRACT FOR: Temporary Employment Services

RFQ NUMBER: 145/2015

July 31, 2015

CONTRACT PERIOD: August 1, 2015 - July 31, 2015

The City of Columbia hereby accepts the attached bid submitted by Labor Ready, Inc in response to attached RFQ 145/2015 for line items indicated herein.

Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT	LINE ITEMS	VENDOR	CONTRACTOR
NUMBER	AWARDED	NUMBER	NAME
145/2015	Primary for Lines 1, 2, 3, 5, 7 Secondary for Lines 4, 6	23075	IMKO Enterprises, INC 900 North Belt Hwy St. Joseph, MO 64506 Tracy Fender (816) 233-4040 tracyf@imko.com

PAYMENT TERMS:

Net 30

Melissa Pasley

Senior Procurement Officer

(573) 817-5005

cc:

Cale Turner, CPRB Purchasing Agent

(573) 874-7375

Margrace Buckler, Bette Wordelman, Mindy Barnes, Cynthia Mitchell, Jeff Rogers, Julie Ausmus, Melinda Pope

701 E Broadway, 5th Floor • P.O. Box 6015 • Columbia, Missouri 65205 (573) 874-7376 • FAX 874-7762

OPTIVIEW

City of Columbia Purchasing (City of Columbia) Supplier Response

Bid Information		Contact Information	Ship to Information	
Bid Creator	Melissa Pasley Procurement Officer	Address	Address	
Email				
	mapasley@gocolumbiamo.com	Contact	Contact	
Phone	(573) 8175005			
Fax		Department	Department	
		Building	Building	
Bid Number	145/2015 Addendum 1	-		
Title	Temporary Employment	Floor/Room	Floor/Room	
	Services	Telephone	Telephone	
Bid Type	RFQ-F	Fax	Fax	
Issue Date	06/24/2015	Email	Email	
Close Date	7/7/2015 2:00:00 PM CT			
Need by Date				

Supplier Information

Company

IMKO Workforce Solutions

Address

900 N Belt Hwy

St Joseph, MO 64506

Contact Department Building Floor/Room

Telephone Fax 1 (816) 233 4040 1 (816) 233 9477

Email

Submitted

7/1/2015 11:56:55 AM CT

Total

\$86.43

Signature Tracy Fender

Email tracyf@imko.com

Supplier Notes

We have been an approved vendor for the State of Missouri and also the City of St Joseph MO for several years and enjoy working with our local offices.

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. IF YOU CHOOSE TO SUBMIT MANUALLY, (hard paper copy) PRINT THE "INVITATION" LISTED UNDER "DOCUMENTS" IN ITS ENTIRETY, COMPLETE AND SUBMIT TO PURCHASING, 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME. BIDS MUST BE IN A SEALED ENVELOPE AND HAVE THE BID NUMBER AND DESCRIPTION CLEARLY LABELED ON THE OUTSIDE OF THE ENVELOPE.

Bid Activities

#	ease review the following and respond wh Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	Accept
2	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	Certificate of Insurance Requirement Acknowledgmen
3	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Temporary Employment Services, as needed and as requested, from date of award through June 30, 2016. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	Term & Supply Contract Acknowledgement
4	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	Renewal Options Acknowledgement
5	Contract Administration Contact	Provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. Name/Job Title/Phone/Fax/Email	Tracy Fender Operations Leader 816-233-4040 x 103 tracyf@imko.com
6	Minimum Days Notice	Indicate time required to provide personnel after request is received.	24-48 hours
7	Unsatisfactory Performance	Indicate your policy should the personnel provided perform unsatisfactorily.	IMKO staff will release the employee as soon as they are notified and begin searching for a replacement candidate.
8	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED	(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the	We agree

United States.

Indicate if you agree to comply.

Payment Terms

Indicate Payment Terms:

30 days

10 Cooperative Contract Pricing Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the

evaluation of this bid.)

W-9 Submission

Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205.

will be uploaded and attached to this bid

12 Evaluation and Award

Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia.

ok

13 Before and After Hours Services

Provide details on how to request before and after hours services if provided.

We currently have three offices that will be able to provide services to the City of Columbia. These offices are located in Boonville, Sedalia and Jefferson City. These offices have an after hours cell phone that is carried by a service coordinator 24/7.

Request Services

Provide information as to how the City of Columbia shall request services. What information is needed?

A phone call or email can be sent to a service coordinator or branch manager, we would like them to provide us with position needed, location, report to and any job specific skills or items required.

L"	ne Item	13		
#	Qty	UON	1 Description	Response
1	1	EA	OFFICE CLERK: Unskilled worker, duties are of a general, clerical nature and may consist of answering phones, making appointments, filing, typing, and computer data entry. Little to no experience is needed and assignments are reviewed upon completion or through procedural arrangements within the department.	\$11.2
			KNOWLEDGE, ABILITIES AND SKILLS: Some knowledge of office practices and procedures. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical tasks and readily adhere to prescribed routines.	
	Item N	lotes:	Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wark up rate in the supplier notes.	wage rate and
	Suppli	er Notes	: Pay rate \$9	
2	1	EΑ	OFFICE ASSISTANT: Level 1 office, some previous experience in customer service or office setting. Duties may consist of everything under Office Clerk in addition to record keeping, operating office machines, and handling money.	\$11.88
÷			KNOWLEDGE, ABILITIES AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices. Skilled in the application of modern office techniques and practices, and in the use and care of pertinent office machines and equipment. Must have 4 months - 1 year office experience and have the ability to type 30-40 words per minute.	
	Item N		Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wark up rate in the supplier notes. Pay rate \$9.50	vage rate and
3	1	EA	ADMINISTRATIVE ASSISTANT: Requires responsible, independent, complex and highly specialized clerical work. Individuals in this position shall possess 2+ years of office/clerical experience. Duties may consist of everything under Office Assistant in addition to answering multi-line phones and assisting supervisor or others with tasks as needed.	\$12.50
			KNOWLEDGE, ABILITIES, AND SKILLS: Knowledge of the procedures, duties and responsibilities of the unit of operation to which assigned. Knowledge of modern office practices and procedures. Ability to perform complex clerical work with minimum supervision, maintain complex records, prepare reports, and type 45+ words per minute.	
	Item N	otes:	Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wark up rate in the supplier notes.	vage rate and
	Supplie	er Notes	pay rate \$10	
ļ	1	EA	LABORER: Unskilled, duties are of a general laboring nature and may consist of using hand and power tools, removing trash and debris, moving equipment and operating signs.	\$12.02
			KNOWLEDGE, ABILITIES, AND SKILLS: Some knowledge of use of hand and power tools. Ability to understand and follow oral and written instructions, and to learn assigned tasks and readily adhere to prescribed routines.	
	Item No	otes:	Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly w	age rate and

mark up rate in the supplier notes.

5 EΑ 1 FACILITIES MAINTENANCE: Duties are of a general maintenance nature and may consist \$13.38 of custodial duties in the care, cleaning and maintenance of City buildings/structures and vehicles. Duties may also include the use of hand and power tools, and some metal work such as grinding, sanding and painting. May include operating small/medium sized equipment and driving a vehicle. KNOWLEDGE, ABILITIES, AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices. Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes. Supplier Notes: pay rate \$10 6 1 EΑ GROUNDSKEEPER: Duties are of light landscaping in nature and may include mowing or \$12.02 weed-eating and litter clean up. KNOWLEDGE, ABILITIES, AND SKILLS: Little or no experience is required. Knowledge of mowers and weed-eaters is beneficial. Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes. Supplier Notes: Pay rate \$9 EΑ GROUNDSKEEPER II: Duties are of heavy landscaping in nature and may include mowing, \$13.38 planting, mulching and creating retaining walls. KNOWLEDGE, ABILITIES, AND SKILLS: Some experience on commercial mowers is required. Missouri Class E license required. Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes. Supplier Notes: Pay rate \$10 8 EΑ SPECIAL REQUEST EMPLOYEE: In the event that an individual has more experience or a \$0.00 special pay arrangement has been made. Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and Item Notes: mark up rate in the supplier notes. Supplier Notes: Response Total: \$86.43

CITY OF COLUMBIA, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530 RSMo (FOR ALL BIDS IN EXCESS OF \$5,000.00) Effective 1/1/2009

County of Buchanan

State of Missouri

) SS

My name is Tracy Ferrdeliam an authorized agent of IMKO Workforce Solutions (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

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

Tracy Fender

Printed Name

Subscribed and sworn to before me this 30 day of $\sqrt{20}$ 20 $\sqrt{5}$

CINDY A. STUCKER
Notary Public - Notary Seal
State of Missouri
Commissioned for Buchanan County
My Commission Expires: June 30, 2017
Commission Number: 13737506

Notary Public

Company ID Number: 97050

MEMORANDUM OF UNDERSTANING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, AND DESIGNATED AGENT REGARDING E-VERIFY

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

If you have any questions, contact E-Veri	fy at 888-464-4218.	
APPROVED BY:		
Designated Agent Diversified Staffing	Specialists	
Vera Chrismer		
Name (Please type or print)	Title	
Electronically Signed	02/04/2008	
Signature	Date	
Department of Homeland Security- Ve	rification Division	
USCIS Verification Division		
Name (Please type or print)	Title	
Electronically Signed	02/04/2008	
Signature	Date	

MEMORANDUM OF UNDERSTANING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, AND DESIGNATED AGENT REGARDING E-VERIFY

- 1. PARTIES. The parties to this Agreement are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), the Social Security Administration (SSA), and <u>Diversified Staffing Specialists</u> (Designated Agent).
- 2. AUTHORITY. This E-Verify Agreement is authorized under the provisions of Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009.
- 3. PURPOSE. The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to <u>Diversified Staffing Specialists</u> (Designated Agent) on behalf of their client in order to confirm the employment eligibility of all newly hired employees of their client following completion of the Employment Eligibility Verification Form (Form I-9).

4. RESPONSIBILITIES:

a. SSA

- i. 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 Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
- ii. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
- iii. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify 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).

EmployerWizard

New: Changed to Imko Enterprises Inc. Page 1 of 1 from Diversified Staffing

Case Administration Joittel Verification Company Information Company Name: 1MKO Energrises Inc.

Online Resources | Tutoriet | Home | Contret Un | Exit

Case Administration	Company Information				
Initial Verification	Company Name:	IMKO Enetrprises Inc.			Wed Edit
View Cases	Company 1D Number:	97050			
Client Company Administration	Physical Location:		Mailing .	Address;	
Add Client Company	444		4.4.4	900 N Belt	•
View Client Companies	Address 3:	900 N Belt Hwy	Address 1	Hwy	
Geer Administration	Address 2:		Address 2	:	
Change Password	CHY:	ST 305EPH	City:	ST JOSEPH	t .
Pwd Challenge Q&A	State:	но	State:	но	
Change Profile	Zip Code:	64506	Zip Code:	64506	
•	County:	ANDREW			
Site Administration					
Add User View Users	Ferform varifications for your company's employees:	Yes			
Heistein Company	Employer Identification Number	: 431914355			
Terminate CA	Total Number of Employees:	20 to 99			
Participation	Corporate / Parent Company:	IHKO Enterprises Inc.			
Reports View Reports	Organization Designation:				
· · · · · · · · · · · · · · · · · · ·	Employer Category:				
	NAICS Code:	551 - HANAGEMENT OF COMPANIES AND ENTERPRISES			SMOWNERED

U.S. Danartment of Homeland Security | U.S. Citteenable and Immigration Services

Total Hiring Sites:

Total Points of Contact:

Perceivad Viewers

WANTED L

Wow LECK

CITY OF COLUMBIA REQUEST FOR QUOTATION

TEMPORARY EMPLOYMENT SERVICES

RFQ# 121/2015

FOR THE CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION

CALE TURNER

PURCHASING AGENT

701 E. BROADWAY, 5TH FLOOR

COLUMBIA, MO 65201

MELISSA PASLEY SENIOR PROCUREMENT OFFICER (573) 817-5005

REQUEST FOR QUOTATION # 121/2015 CLOSING DATE: 2:00 PM, CST, JUNE 24, 2015

1. INTRODUCTION:

1.1 PURPOSE:

The City of Columbia, "City," seeks bids from qualified bidders to provide temporary employment services for various departments across the City.

1.2 DUE DATE FOR BIDS:

Bids may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website at

http://www.gocolumbiamo.com/Finance/purhome.php. No faxed or emailed bids will be accepted. Sealed bids must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Bids received after the appointed time will be determined non-responsive and will not be opened. The bids must be in sealed envelopes and marked in bold letters "RFQ 121/2015."

1.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR QUOTATION:

All questions concerning the RFQ and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Melissa Pasley, Senior Procurement Officer

Phone: (573) 817-5005 Fax: (573) 874-7762

E-mail: mapasley@GoColumbiaMO.com

Any oral responses to any question shall be unofficial and not binding on the City. An addendum to the RFQ providing the City's official response(s) will be issued if necessary to all known prospective bidders. Questions must be submitted no later than 5:00 p.m. on June 12, 2015.

2. GENERAL REQUIREMENTS:

- 2.1 PURCHASE ORDERS: Separate purchase orders will be issued for departments requesting services. The successful bidder shall submit monthly invoices (one per purchase order or department) showing the appropriate purchase order number and department for the services rendered under this contract. Invoices must be submitted to: Finance Accounts Payable, P.O. Box 7236, Columbia, MO 65205.
- 2.2 TERM AND SUPPLY CONTRACT CONDITIONS: Term and Supply Contract for furnishing City of Columbia with Temporary Employment Services, as needed and as requested, from date of award through June 30, 2016.

- 2.3 RENEWAL OPTIONS: The contract is subject to renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, past vendor service, etc.
- 2.4 INSURANCE REQUIREMENTS: Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.
 - a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.
 - b. Commercial General Liability. Contractor shall maintain Commercial General
 Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000
 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor
 limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - c. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - d. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

- f. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- g. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.
- h. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

2.5 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.6 CERTIFICATE OF INSURANCE REQUIREMENT ACKNOWLEDGEMENT: The City of Columbia's insurance requirements are listed in section 2.5 of this Request for Quotation. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.

3. SCOPE OF WORK:

- 3.1 The contractor shall provide individuals on an as needed basis to perform the requested services/duties, in accordance with the job descriptions listed below:
 - Office Clerk: Unskilled worker, duties are of a general, clerical nature and
 may consist of answering phones, making appointments, filing, typing, and
 computer data entry. Little to no experience is needed and assignments
 are reviewed upon completion or through procedural arrangements within
 the department.

Knowledge, Abilities and Skills: Some knowledge of office practices and procedures. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical tasks and readily adhere to prescribed routines.

 Office Assistant: Level 1 office, some previous experience in customer service or office setting. Duties may consist of everything under Office Clerk in addition to record keeping, operating office machines, and handling money.

Knowledge, Abilities and Skills: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices. Skilled in the application of modern office techniques and practices, and in the use and care of pertinent office machines and equipment. Must have 4 months – 1 year office experience and have the ability to type 30-40 words per minute.

 Administrative Assistant: Requires responsible, independent, complex and highly specialized clerical work. Someone in this position would possess years of office/clerical experience. Duties may consist of everything under Office Assistant in addition to answering multi-line phones and assisting supervisor or others with tasks as needed.

<u>Knowledge, Abilities, and Skills:</u> Knowledge of the procedures, duties and responsibilities of the unit of operation to which assigned. Knowledge of modern office practices and procedures. Ability to perform complex clerical work with minimum supervision, maintain complex records and prepare reports, type 45+ words per minute.

Laborer: Unskilled, duties are of a general laboring nature and may consist
of using hand and power tools, removing trash and debris, moving
equipment and operating signs.

<u>Knowledge</u>, <u>Abilities</u>, <u>and Skills</u>: Some knowledge of use of hand and power tools. Ability to understand and follow oral and written instructions. Ability to learn assigned tasks and readily adhere to prescribed routines and work in all terrain and in all types of weather.

 Facilities Maintenance: Duties are of a general maintenance nature and may consist of custodial duties in the care, cleaning and maintenance of City buildings/structures and vehicles. Duties may also include the use of hand and power tools, and some metal work such as grinding, sanding and painting. May include operating small/medium sized equipment and driving a vehicle.

<u>Knowledge</u>, <u>Abilities</u>, and <u>Skills</u>: <u>Ability</u> to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices.

 Groundskeeper: Duties are of light landscaping in nature and may include mowing or weed-eating and litter clean up.

<u>Knowledge</u>, <u>Abilities</u>, and <u>Skills</u>: Little or no experience is required. Knowledge of mowers and weed-eaters is beneficial.

• **Groundskeeper II:** Duties are of heavy landscaping in nature and may include mowing, planting, mulching and creating retaining walls.

<u>Knowledge</u>, <u>Abilities and Skills</u>: Some experience on commercial mowers required. Missouri Class E license required.

*All positions are eligible for "special request" in the event that an individual has more experience or if a special pay arrangement has been made. Must receive prior approval by City Department and Purchasing, and must be noted on agreement.

3.2 SPECIAL CONDITIONS:

 Any personnel working on job assignments under this contract have the right to apply for open positions within the City. No penalties or fees will be assessed against the person(s) and/or the City.

- Contractor will be responsible for having background checks and drug tests done on any personnel working on job assignments under this contract.
- If requested, contractor is required to provide resumes and/or applications of personnel at the time of the request for services.
- It is the intention of the City of Columbia to award this contract to a primary vendor and a secondary vendor due to the volume of employees that may be needed at one time.

4. BIDDER'S INSTRUCTIONS/EVALUATION AND AWARD

Bidders are encouraged to use the electronic bid system for submitting bids and must complete all required fields. No fax or e-mail responses will be accepted. If you choose to submit manually (hard paper copy), print this RFQ in its entirety, complete and submit to City of Columbia, Purchasing, 701 E Broadway, 5th Floor, Columbia, MO 65201, by the bid closing date and time. Bids must be in sealed envelope and have the bid number and description clearly labeled on the outside of the envelope.

Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia.

- 4.1 W-9 SUBMISSION: Bidder shall submit a current W-9 using any of the following methods:
 - Uploading and attaching to bid response
 - E-mailing the W-9 to the buyer named above
 - Mailing to the City of Columbia, Purchasing Division, 701 E Broadway, 5th Floor, Columbia, MO 65201.
- 4.2 Bidders shall complete Exhibit A (W-9 form) and Exhibit B (Work Authorization Affidavit), and submit these documents with their bid response.
- 5. PRICING: Bidder shall submit pricing for each category listed below. Hourly wage rate is the rate that bidder will pay the temporary worker per hour, Mark up Rate is the rate that bidder charges over the hourly wage rate, and Bill Rate to City is the full amount that the City will pay per hour for the temporary employee.

Item No.	Description	Hourly Wage Rate	Mark up Rate	Bill Rate to City
1	Office Clerk			
2	Office Assistant			

3	Administrative Assistant		
4	Laborer		
5	Facilities Maintenance		
6	Groundskeeper		
7	Groundskeeper		
SR	Special Request Employees		

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Instructions and General Conditions of Bidding. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the City of Columbia or when a Notice of Award is signed and issued by the City of Columbia, a binding contract shall exist between the bidder and the City of Columbia

BIDDERS SIGNATURE:	Firm:
	Representative:
	Title:
	Address:
	Phone:
	Date:

CITY OF COLUMBIA, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530 RSMo (FOR ALL BIDS IN EXCESS OF \$5,000.00) Effective 1/1/2009

County of)	
State of)SS.
My name is	I am an authorized agent of
(Bidder). 1	his business is enrolled and participates in a federal work authorization
program for all employees	working in connection with services provided to the City of Columbia.
This business does not kno	wingly employ any person who is an unauthorized alien in connection
with the services being pro	vided. Documentation of participation in a federal work
authorization program is	attached to this affidavit.
in their contracts that they be in violation. Alternative	bcontractors working on this contract shall affirmatively state in writi are not in violation of Section 285.530.1 RSMo and shall not thereafter ly, a subcontractor may submit a sworn affidavit under penalty of are lawfully present in the United States.
	Affiant
Subscribed and sworn to be	Printed Name Printed Name fore me this day of, 20
	Notary Public

City of Columbia Purchasing

3id Info	ormation		Contact Information	on	Ship to Information		
Bid Owne	r Meliss Office	sa Pasley Procurement	Address		Address		
Email Phone Fax Bid Numb	mapas (573) i	sley@gocolumbiamo.com 8175005	Contact Department Building Floor/Room		Contact Department Building Floor/Room		
Tille Bid Type Issue Date Close Date	Tempo RFQ-F e 06/01/	orary Employment Services	Floorikoon Telephone Fax Email		Telephone Fax Email		
Supplie	er Information	1		Supplier Notes			
-	any Name et Name ss						
Teleph Fax Email	one						
Signatu	ure			Date / /			
Bid Not	tes						
GUBMI COMPI CLOSII	T MANUALL` LETE AND S NG DATE AN	Y,(hard paper copy) Pl UBMIT TO PURCHAS	RINT THE "INVITATION ING, 701 E. BROAD BE IN A SEALED EN	ON" LISTED UNDER WAY, 5TH FLOOR, CO VELOPE AND HAVE	ACCEPTED. IF YOU CHOOSE TO "DOCUMENTS" IN ITS ENTIRETY, OLUMBIA MO 65201, UNTIL THE BID THE BID NUMBER AND		
Bid Act	ivities	-	-				
Date		Name	Description				
6/12/201	5 5:00:00 PM	Deadline for Questions	Questions will tagget after this date.	e accepted until date and	time specified. No questions will be accepted		
Bid Mes	 ssages						
					=		
	achments						
		s are associated with this op	•	be retrieved separately			
Line	Filename	Descri	JUUTI				
Header	Terms & Cond Revised 8-26-	ditions of Ebidding - 13.pdf					
Header	Insurance Red	quirements - City of					

Bid	Attributes		
Plea	ase review the following and respond where necess	ary	
#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	(Required)
2	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	(Required)
3	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Temporary Employment Services, as needed and as requested, from date of award through June 30, 2016. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	(Required)
4	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	(Required)
5	Contract Administration Contact	Provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. Name/Job Title/Phone/Fax/Email	(Required)
6	Minimum Days Notice	Indicate time required to provide personnel after request is received.	(Required)
7	Unsatisfactory Performance	Indicate your policy should the personnel provided perform unsatisfactorily.	(Required)
8	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED	(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply.	(Required)

Qty (JOM	Description	Response			
 _ 52						
1 E	ΞΑ	OFFICE CLERK: Unskilled worker, duties are of a general, clerical nature and may consist of answering phones, making appointments, filing, typing, and computer data entry. Little to no experience is needed and assignments are reviewed upon completion or through procedural arrangements within the department.	\$			
		KNOWLEDGE, ABILITIES AND SKILLS: Some knowledge of office practices and procedures. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical tasks and readily adhere to prescribed routines.				
Manufactu	rer: N	Manufacturer #:				
Item Notes		shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly was rate in the supplier notes.	ge rate and			
Supplier N	otes:					
	or seller to company and					
1 E	ĒΑ	OFFICE ASSISTANT: Level 1 office, some previous experience in customer service or office setting. Duties may consist of everything under Office Clerk in addition to record keeping, operating office machines, and handling money.	\$			
		KNOWLEDGE, ABILITIES AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices. Skilled in the application of modern office techniques and practices, and in the use and care of pertinent office machines and equipment. Must have 4 months - 1 year office experience and have the ability to type 30-40 words per minute.				
Manufacturer: Manufacturer #:						
Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage ramark up rate in the supplier notes.						
Supplier No	otes:					
1 E	ΞA	ADMINISTRATIVE ASSISTANT: Requires responsible, independent, complex and highly specialized clerical work. Individuals in this position shall possess 2+ years of office/clerical experience. Duties may consist of everything under Office Assistant in addition to answering multi-line phones and assisting supervisor or others with tasks as needed.	\$			
		KNOWLEDGE, ABILITIES, AND SKILLS: Knowledge of the procedures, duties and responsibilities of the unit of operation to which assigned. Knowledge of modern office practices and procedures. Ability to perform complex clerical work with minimum supervision, maintain complex records, prepare reports, and type 45+ words per minute.				
Manufacturer: Manufacturer #:						
		hall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wag rate in the supplier notes.	e rate and			

9	Payment terms	Indicate Payment Terms:	(Required)
10	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	(Optional)
11	W-9 Submission	Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205.	(Optional)
12	Evaluation and Award	Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia.	(Required)
13	Before and After Hours Services	Provide details on how to request before and after hours services if provided.	(Required)
14	Request Services	Provide information as to how the City of Columbia shall request services. What information is needed?	(Required)

7	1	EA	GROUNDSKEEPER II: Duties are of heavy landscaping in nature and may include mowing, planting, mulching and creating retaining walls.	\$
			KNOWLEDGE, ABILITIES, AND SKILLS: Some experience on commercial mowers is required. Missouri Class E license required.	
	Manufact	turer: M	fanufacturer #:	
	Item Note		hall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly was rate in the supplier notes.	ge rate and
	Supplier	Notes:		
8	1	EA	SPECIAL REQUEST EMPLOYEE: In the event that an individual has more experience or a special pay arrangement has been made.	\$
	Manufact	urer: M	lanufacturer #:	
	Item Note		nall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wag rate in the supplier notes.	ge rate and
	Supplier	Notes:		

4	1 EA	LABORER: Unskilled, duties are of a general laboring nature and may consist of using hand and power tools, removing trash and debris, moving equipment and operating signs.									
		KNOWLEDGE, ABILITIES, AND SKILLS: Some knowledge of use of hand and power tools. Ability to understand and follow oral and written instructions, and to learn assigned tasks and readily adhere to prescribed routines.									
	Manufacturer:	Manufacturer #:									
	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.										
	Supplier Notes:										
5	1 EA	FACILITIES MAINTENANCE: Duties are of a general maintenance nature and may consist of custodial duties in the care, cleaning and maintenance of City buildings/structures and vehicles. Duties may also include the use of hand and power tools, and some metal work such as grinding, sanding and painting. May include operating small/medium sized equipment and driving a vehicle.									
		KNOWLEDGE, ABILITIES, AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices.									
	Manufacturer:	Manufacturer #:									
	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.										
	Supplier Notes:										
6	1 EA	GROUNDSKEEPER: Duties are of light landscaping in nature and may include mowing or weed-eating and litter clean up.									
		KNOWLEDGE, ABILITIES, AND SKILLS: Little or no experience is required. Knowledge of mowers and weed-eaters is beneficial.									
	Manufacturer:	Manufacturer #:									
	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.										
	Supplier Notes:										



CITY OF COLUMBIA, MISSOURI RFQ Formal/Informal Bids

FINANCE DEPARTMENT PURCHASING DIVISION

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The following terms and conditions, unless otherwise modified by the City of Columbia within this document, shall govern the submission of bids and subsequent contracts. The City of Columbia reserves the right to reject any bid that takes exception to these conditions.

Definitions as used herein:

- a. The term "bid" means a solicitation of a formal or informal, sealed offer.
- b. The term "bidder" means the person, firm or corporation who submits a formal sealed bid.
- c. The term "City" means City of Columbia, MO.
- d. The term "City Council" means the governing body of the City of Columbia, MO.
- e. The term "contractor" means the bidder awarded a contract under this bid document.
- 1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
 - Submission of Hard Copy Paper Bids: Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
 - Electronic Bidding: Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
- 2. **Purchase Orders:** Purchase orders resulting from this bid will be issued to the company signing and submitting this bid form. The invoice must be submitted by the company shown on the purchase order.
- 3. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
- 4. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
- 5. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

- 6. **Taxes:** Bidder shall not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the City is exempt from them by law. A <u>tax</u> exemption letter will be furnished if required.
- 7. **Delivery:** The delivery date(s) or when work will start, if requested, shall be stated in definite terms, as they will be taken into consideration in making the award. The City of Columbia reserves the right to cancel all or part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the City Purchasing Agent.
- 8. **Freight:** All bids shall be submitted FOB Destination, Columbia, Missouri. Unit prices shall include all applicable freight and handling charges.
- 9. **Default:** In case of any default by the bidder, the City of Columbia may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Purchasing Division shall have the right to remove any bidder who defaults on any contract with the City from all bidders' lists.
- 10. **Pricing:** Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
- 11. **Payments:** Partial payment for delivered items or quantities of a bid may be made by the City of Columbia except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished, and the City Purchasing Agent.
- 12. Addenda: The Purchasing Agent, in the form of a written Addendum, will issue all changes, additions and/or clarifications in connection with this bid. Bidder shall review and return the signature sheet of any and all such addendum issued for said In the event multiple copies of the bid are requested, equal number of addendum shall be included. In the event an addendum is not submitted with the bid by the time of bid closing, the Purchasing Agent shall make a determination as to whether or not submission of the addendum(s) may be waived as technicality or not. In general, any addendum which significantly alters the scope of work, terms of the contract or which revises any pricing information may not be waived. In the case of an addendum not submitted with the bid, which cannot be waived, the bid will be found non-responsive and will not be evaluated. Addendums that are informational in nature only and do not alter scope of work, contract terms or pricing may be agreed upon after bid opening and returned by bidder, signed, prior to contract award. It shall be the sole discretion of the Buyer of Record and the Purchasing Agent to make this determination.
- 13. Receipt and Opening of Advertised Sealed Bids: The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening.
 - a. It is the bidder's sole responsibility to ensure that a bid is successfully submitted with the Purchasing Division prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Purchasing Division for a period of time established by regulation or statutes after the award is made, and are available for inspection at any time during regular working hours.

- 13. Withdrawal of Bids: Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Purchasing Agent after the bid opening, the Purchasing Agent has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Purchasing Agent will proceed in the following manner:
 - a. Clerical Mistakes: Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Purchasing Agent after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. Changes in pricing, terms or conditions will not be permitted after the deadline for receipt of bids.
- 14. **Rebidding:** The Purchasing Agent reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised 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 returned unopened to the offeror for re-submittal at the new date and time of bid closing.
- 15. **Bid Response:** The City is interested in doing business with your firm. In the event you are unable to quote on this requirement, please submit a "no bid response" which will indicate your desire to remain on the City's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
- Bid Acceptance: A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected. Unless otherwise indicated, sixty (60) days prevail. In the event bid evaluation and award are projected to exceed sixty (60) days, the Purchasing Agent may request bidder to extend bid acceptance time for a reasonable period of time in order to make award.
- 17. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standards (OSHA) published in the Federal Register or other nationally recognized certifying body.
- 18. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the City.
- 19. **Variation in Quantity:** No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
- 20. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
- 21. **Discounts:** Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the City, whichever is later. For discount purposes, payment is made when the check is mailed.

- 22. **Patents:** The successful bidder shall defend, indemnify and save harmless, the City of Columbia, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.
- 23. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
- Contract Changes: The Purchasing Agent may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the Purchasing Agent, if he or she decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- Disputes: If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the City Department responsible for the administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Purchasing Agent with advice of the City Counselor, shall resolve the dispute and send a written copy of his decision to the Contractor and the responsible City Department.
- Termination for Default: The Purchasing Agent may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocuring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the good or services provided under the contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
- 27. **Termination for Convenience:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

- 28. **Term & Supply Contract Defined:** A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies, materials and equipment agrees to furnish all of the needs of the various departments of the City for the articles, commodities, supplies, materials and equipment set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the City, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the City will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
- 29. **Estimated Quantities:** The estimated quantities indicated in this Request for Quotation represent anticipated requirements only and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.
- 30. **Fund Allocation:** Continuance of any resulting agreement, contract or issuance of purchase orders after September 30 of the current calendar year is contingent upon the allocation of City funds for the next proceeding fiscal year, (10/1-9/30).
- 31. **Conflict of Interest**: No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
 - **OFFICIALS NOT TO BENEFIT:** No regular employee or elected or appointed member of the City Government shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 32. **Hazardous Material:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
- 33. **Domestic Products:** Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.
- Debarment and Suspension: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

- 35. Americans with Disabilities Act: The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this contract involves the contractor providing services directly to the public, the successful contractor shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35 and suspension.
- 36. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 37. **DBE Firms:** It is the policy of the City of Columbia that businesses owned by socially and economically disadvantaged individuals are encouraged to participate in bidding and performance of City contracts. Consequently, the requirements of 49 CFR Part 26 (as amended) and the City's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds. If federal funds are involved in this contract they shall be so identified in the Notice to Bidders.
- 38. **Business License Requirements:** Unless exempted by City ordinance, any company awarded a contract with the City, who operates an office(s) within the City limits of Columbia, will be required to obtain a business license.

INSURANCE REQUIREMENTS

<u>CONTRACTORS INSURANCE</u>: The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

A. <u>WORKERS COMPENSATION INSURANCE</u>: The Contractor shall take out and maintain during the life of this Contract **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- B. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - (1) Premises and Operations
 - (2) Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract. Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

\$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)

\$2,000,000 Aggregate for Products/Completed Operations

\$2,000,000 Personal Injury/Advertising Injury

\$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

<u>Primary Coverage</u> The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

C. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

- D. <u>UMBRELLA EXCESS LIABILITY:</u> The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the umbrella excess limits should be \$2,000,000 per occurrence/\$2,000,000 aggregate.
- E. <u>WAIVER OF SUBROGATION:</u> The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- F. CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- G. <u>SUBCONTRACTORS</u>: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsementS added.
- H. HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

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

County of Buchanas State of Missouri)ss

My name is Iracy Flandham an authorized agent of MKO Workford Sollwham (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.

tiant /

Printed Name

Subscribed and sworn to before me this 27 day of OctoBER, 2015.

Notary Public

CINDY A. STUCKER
Notary Public - Notary Seal
State of Missouri

Commissioned for Buchanan County My Commission Expires: June 30, 2017 Commission Number: 13737506

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

Boone County Purchasing

Melinda Bobbitt, CPPB Director



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

Please complete and return form Work Authorization Certification Pursuant to 285.530 RSMo if your contract amount is in excess of \$5,000. Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.

Company ID Number: 97050

Signature

MEMORANDUM OF UNDERSTANING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, AND DESIGNATED AGENT REGARDING E-VERIFY

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Designated Agent and the DHS-USCIS respectively. If you have any questions, contact E-Verify at 888-464-4218. APPROVED BY:.. Designated Agent Diversified Staffing Specialists Vera Chrismer Name (Please type or print) Title Electronically Signed 02/04/2008 Signature Date Department of Homeland Security-Verification Division **USCIS** Verification Division Name (Please type or print) Title 02/04/2008 Electronically Signed

Date

MEMORANDUM OF UNDERSTANING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, AND DESIGNATED AGENT REGARDING E-VERIFY

- 1. PARTIES. The parties to this Agreement are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), the Social Security Administration (SSA), and Diversified Staffing Specialists (Designated Agent).
- 2. AUTHORITY. This E-Venty Agreement is authorized under the provisions of Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009.
- 3. PURPOSE. The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to <u>Diversified Staffing Specialists</u> (Designated Agent) on behalf of their client in order to confirm the employment eligibility of all newly hired employees of their client following completion of the Employment Eligibility Verification Form (Form I-9).

4. RESPONSIBILITIES:

a. SSA

- i. 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 Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
- ii. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
- iii. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify 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).

EmployerWizard

New: Changed to Imko Enterprises Inc. Page 1 of 1 from Diversified Staffing

E-Verify Employment Eligibility Verification

Online Resources | Tutoriel | Home | Contact the | Fait

Case Administration	Company Information								
Initial Varification	Company Name:	IMKO Enetrprises Inc.	ENTERN EDIT						
View Cases	Company ID Number:	97050							
Client Company Administration	Physical Location:	Mailing .	Address:						
Add Client Company	***************************************			900 N Belt					
View Cliens Companies	Address 1:	900 N BER Hwy	Address 1	¹ Hwy					
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U.S. Dankitment of Homeland Security 1. U.S. Citizenable and Immigration Services

Condidad Yiewser



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2015

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

С	certificate holder in lieu of such endorsement(s).											
PRO	DUCER		CONTACT NAME: Kevin Kilcoyne									
BARROW GROUP LLC						PHONE (A/C, No, Ext): (770) 338-7392 FAX (A/C, No): (770) 338-5440						
110 E. Crogan Street						E-MAIL ADDRESS: kkilcoyne@barrowgroup.com						
						INSURER(S) AFFORDING COVERAGE					NAIC #	
La	wrenc	ceville GA 300	146			INSURER A : Zurich American Insurance Co						
INS	JRED					INSURE	RB:Americ	an Guara	ntee			
ІМ	KO Er	nterprises, Inc.				INSURE	RC:Work F	irst Cası	alty			
90	0 No	rth Belt Hwy				INSURE	RD:					
						INSURER E :						
Sa	int 3	Joseph MO 645	506			INSURE	RF:					
CC	VERA	GES CER	TIFIC	CATE	NUMBER:2015-16 W	C			REVISION NUM	IBER:		
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		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	S	
		COMMERCIAL GENERAL LIABILITY							EACH OCCURRENG		\$	2,000,000
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	GEN'L	AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREC	SATE	\$	2,000,000
	X P	POLICY PRO- LOC							PRODUCTS - COMP	P/OP AGG	\$	2,000,000
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	AUTO	MOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	1,000,000
	ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS								BODILY INJURY (Pe	er person)	\$	
					PRA 9698718-03		3/31/2015	3/31/2016	BODILY INJURY (Pe	er accident)	\$	
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В	E	XCESS LIAB CLAIMS-MADE							AGGREGATE		\$	5,000,000
	DED X RETENTION\$				UMB 9467231-03		3/31/2015	3/31/2016	_		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ((Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						X PER STATUTE	OTH- ER				
					WC-WF-TS-0000100-06		11/1/2015	11/1/2016	E.L. EACH ACCIDEN	۷T	\$	1,000,000
С									E.L. DISEASE - EA E	EMPLOYEE	\$	1,000,000
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A	PROF	ESSIONAL LIABILITY			PRA 9698718-03		3/31/2015	3/31/2016	\$1,000,000/\$2,000,0	00		
A	CRIM	E COVERAGE			PRA 9698718-03		3/31/2015	3/31/2016	\$1,000,000 3rd Party	r		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Boone County is named as an Additional Insured with respect to General Liability.												
CE	CERTIFICATE HOLDER					CANC	ELLATION					
City of Columbia Boone County 613 E Ash St				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								

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Room 111

Columbia, MO 65201

AUTHORIZED REPRESENTATIVE

R Barrow, Jr./MOLLY

PURCHASE AGREEMENT FOR TEMPORARY EMPLOYMENT SERVICES

THIS AGREEMENT dated the <u>BTh</u> day of <u>December</u> 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Labor Ready Central, 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 Temporary Employment Services in compliance with all bid specifications, any addendum and resulting City contract issued for the City of Columbia Contract 145/2015, Vendor Bid Response, Work Authorization Certification, Boone County Insurance Requirements and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or City of Columbia bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Insurance Requirements, Boone County Standard Terms and Conditions, and the City of Columbia Contract 145/2015 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 Temporary Employment Services on an as needed basis. **Labor Ready, Inc.** shall act as the Primary Vendor for lines 4, 6 and Secondary Vendor for lines 5, 7.

Primary

Laborer	\$12.00 / hour
Groundskeeper	\$12.00 / hour

Secondary

Facilities Maintenance	\$13.50
Groundskeeper II	\$15.00

- 3. Contract Duration This agreement shall commence on the November 1, 2015 and extend through July 31, 2016 subject to the provisions for termination specified below. Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc.
- 4. *Billing and Payment* All billing shall be invoiced to the respective ordering Boone County Office / Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

BOONE COUNTY, MISSOURI

- 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.
 - d. Or other just cause so deemed by the County.

LABOR READY CENTRAL, INC.

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

title Branch Manager	by: Boone County Commission Daniel H. Aman, Presiding Commissioner
APPROVED AS TO FORM: County Counselor	Wendy S. Horen, County Clerk
In accordance with RSMo 50.660, I hereby certify that a sufficient available to satisfy the obligation(s) arising from this contract. (Noterms of this contract do not create a measurable county obligation of the satisfy the obligation of the contract do not create a measurable county obligation of the satisfy that a sufficient available to satisfy the obligation of the contract do not create a measurable county obligation of the contract do not create a me	ote: Certification of this contract is not required if the at this time.) County – Wide Term & Supply No Encumbrance Despussed

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

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

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

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

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

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

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

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 resubmittal 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.
- Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 12. No bid transmitted by fax machine or e-mail will be accepted.
- 13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

- 15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
- 18. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
- 19. **Equipment and serial and model numbers -** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

FINANCE DEPARTMENT PURCHASING DIVISION

NOTIFICATION OF CONTRACT AWARD

CONTRACT FOR: Temporary Employment Services

RFQ NUMBER: 145/2015

July 31, 2015

CONTRACT PERIOD: August 1, 2015 – July 31, 2015

The City of Columbia hereby accepts the attached bid submitted by Labor Ready, Inc in response to attached RFQ 145/2015 for line items indicated herein.

Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT	LINE ITEMS	VENDOR	CONTRACTOR
NUMBER	AWARDED	NUMBER	NAME
145/2015	Primary for Lines 4, 6 Secondary for Lines 5, 7	12737	Labor Ready, INC 1900 Vandiver Columbia, MO 65202 Nina Cain (573) 874-8916 acain@laborready.com

PAYMENT TERMS:

Net 30

Melissa Pasley

Senior Procurement Officer

(573) 817-5005

cc:

Cale Turner, CPPR_ Purchasing Agent (573) 874-7375

Margrace Buckler, Bette Wordelman, Mindy Barnes, Cynthia Mitchell, Jeff Rogers, Julie Ausmus, Melinda Pope

OPTIVIEW

City of Columbia Purchasing (City of Columbia) Supplier Response

Bid Information	n	Contact Information		Ship to Information
Bid Creator	Melissa Pasley Procurement Officer	Address		Address
Email				
Phone Fax	mapasley@gocolumbiamo.com (573) 8175005	Contact Department		Contact Department
		Building		Building
Bid Number Title	145/2015 Addendum 1 Temporary Employment Services	Floor/Room Telephone		Floor/Room Telephone
Bid Type	RFQ-F	Fax		Fax
Issue Date Close Date Need by Date	06/24/2015 7/7/2015 2:00:00 PM CT	Email	·	Email
Supplier Inform	nation			
Company Address	Labor Ready Inc. 1900 Vandiver			
	Columbia, MO 65202			
Contact Department Building Floor/Room				
Telephone Fax	usa (573) 874-8916 usa (573) 875-4195			
Email	1130-br@laborready.com			
Submitted Total	7/7/2015 10:51:18 AM CT \$124.50			
Signature Nin	a Cain		Email acain@l	aborready.com
Supplier Notes				
D: 1 N .				
Bid Notes				
COMPLETE A SUBMIT MANU COMPLETE A CLOSING DAT	E AND TIME. BIDS MUST BE IN	OR E-MAIL RESPONSE THE "INVITATION" LIST 701 E. BROADWAY, 5TI I A SEALED ENVELOPE	ES WILL BE ACC ED UNDER "DO H FLOOR, COLU E AND HAVE TH	CEPTED. IF YOU CHOOSE TO CCUMENTS" IN ITS ENTIRETY, JMBIA MO 65201, UNTIL THE BID
DESCRIPTION	I CLEARLY LABELED ON THE C	OUTSIDE OF THE ENVE	LUPE.	
Bid Activities				
Bid Messages				

#	ase review the following and respond wh	Note	Response
ı	Terms and Conditions	Accept terms and conditions	Accept
2	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	Certificate of Insurance Requirement Acknowledgmen
3	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Temporary Employment Services, as needed and as requested, from date of award through June 30, 2016. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	Term & Supply Contract Acknowledgement
1	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	Renewal Options Acknowledgemen
5	Contract Administration Contact	Provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. Name/Job Title/Phone/Fax/Email	Nina Cain Branch Manager 573-874-8916- phone 573-875-4195- fax 1130-br@laborready.com
6	Minimum Days Notice	Indicate time required to provide personnel after request is received.	24 hours
•	Unsatisfactory Performance	Indicate your policy should the personnel provided perform unsatisfactorily.	We have a two hour performance guarantee. If an employee does not meet your standards, you will not be charged for these hours and we will replace the employee
	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED	(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the	Agree

Payment Terms 9 Indicate Payment Terms: Yes Cooperative Contract Pricing Would you be willing to offer the same pricing to members Agree of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.) W-9 Submission Provide a current W-9 using any of the following methods: Attached by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205. Evaluation and Award Evaluation will be made on service specifications, past Yes experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia. 13 Before and After Hours Services Provide details on how to request before and after hours Labor Ready is available 24 hours a services if provided. day, 7 days a week via the branch phone number. You will reach a live person no matter what time you call. Request Services Provide information as to how the City of Columbia shall Labor Ready would like to have a list of persons authorized to place request services. What information is needed? orders via either phone or email.

subcontractor's employees are lawfully present in the

United States.

Indicate if you agree to comply.

Lin	e Items	S		
#	Qty	UOM	1 Description	Response
1	1	EA	OFFICE CLERK: Unskilled worker, duties are of a general, clerical nature and may consist of answering phones, making appointments, filing, typing, and computer data entry. Little to no experience is needed and assignments are reviewed upon completion or through procedural arrangements within the department.	\$13.50
			KNOWLEDGE, ABILITIES AND SKILLS: Some knowledge of office practices and procedures. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical tasks and readily adhere to prescribed routines.	
	item No	otes:	Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly mark up rate in the supplier notes.	wage rate and
	Supplie	er Notes	: Pay rate- \$9/hour Mark up- 50%	
2	1	EA	OFFICE ASSISTANT: Level 1 office, some previous experience in customer service or office setting. Duties may consist of everything under Office Clerk in addition to record keeping, operating office machines, and handling money.	\$16.50
			KNOWLEDGE, ABILITIES AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices. Skilled in the application of modern office techniques and practices, and in the use and care of pertinent office machines and equipment. Must have 4 months - 1 year office experience and have the ability to type 30-40 words per minute.	
	Item No	otes:	Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly mark up rate in the supplier notes.	wage rate and
	Supplie	r Notes:	: Pay Rate- \$11/hour Mark up- 50%	
3	1	EA	ADMINISTRATIVE ASSISTANT: Requires responsible, independent, complex and highly specialized clerical work. Individuals in this position shall possess 2+ years of office/clerical experience. Duties may consist of everything under Office Assistant in addition to answering multi-line phones and assisting supervisor or others with tasks as needed.	\$19.50
			KNOWLEDGE, ABILITIES, AND SKILLS: Knowledge of the procedures, duties and responsibilities of the unit of operation to which assigned. Knowledge of modern office practices and procedures. Ability to perform complex clerical work with minimum supervision, maintain complex records, prepare reports, and type 45+ words per minute.	
	Item No	otes:	Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly mark up rate in the supplier notes.	wage rate and

Supplier Notes: Pay Rate- \$13/hour Mark up- 50%

4 1 EA

LABORER: Unskilled, duties are of a general laboring nature and may consist of using hand and power tools, removing trash and debris, moving equipment and operating signs.

\$12.00

KNOWLEDGE, ABILITIES, AND SKILLS: Some knowledge of use of hand and power tools. Ability to understand and follow oral and written instructions, and to learn assigned tasks

and readily adhere to prescribed routines.

Item Notes:

Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and

mark up rate in the supplier notes.

Supplier Notes: Pay Rate- \$8/hour

Mark up- 50%

5 1 EA

FACILITIES MAINTENANCE: Duties are of a general maintenance nature and may consist of custodial duties in the care, cleaning and maintenance of City buildings/structures and vehicles. Duties may also include the use of hand and power tools, and some metal work such as grinding, sanding and painting. May include operating small/medium sized

equipment and driving a vehicle.

KNOWLEDGE, ABILITIES, AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed

routines and practices.

Item Notes:

Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and

mark up rate in the supplier notes.

Supplier Notes: Pay Rate- \$9/hour

Mark up- 50%

6 1 **EA**

GROUNDSKEEPER: Duties are of light landscaping in nature and may include mowing or

\$12.00

\$15.00

\$13.50

weed-eating and litter clean up.

KNOWLEDGE, ABILITIES, AND SKILLS: Little or no experience is required. Knowledge of

mowers and weed-eaters is beneficial.

Item Notes:

Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and

mark up rate in the supplier notes.

Supplier Notes: Pay Rate- \$8/hour

Mark up- 50%

7 1 EA

GROUNDSKEEPER II: Duties are of heavy landscaping in nature and may include mowing,

planting, mulching and creating retaining walls.

 $\label{eq:knowledge} \textbf{KNOWLEDGE, ABILITIES, AND SKILLS: Some experience on commercial mowers is}$

required. Missouri Class E license required.

Item Notes:

Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and

mark up rate in the supplier notes.

Supplier Notes: Pay Rate- \$10/hour

Mark up- 50%

8 1 EA SPECIAL REQUEST EMPLOYEE: In the event that an individual has more experience or a special pay arrangement has been made.

Item Notes:

Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.

Supplier Notes: Pay Rate- \$15/hour

Mark up- 50%.

Mark up will be 50% regardless of pay rate and Special Request Employees rates can be determined on a case by case basis.

Response Total:

\$124.50

Form (Rev. August 2013) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)	_										
	TrueBlue, Inc.											
5	Business name/disregarded entity name, if different from above											
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification: Individual/sole proprietor Corporation Solution: Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)							Exemptions (see instructions): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) D				
P P	Other (see instructions) ▶											
Cit	Address (number, street, and apt. or suite no.)	Requester'	s nam	e and	addres	s (op	liona	ıl)				
Spe	1015 A Street											
9	City, state, and ZIP code											
Ø	Tacoma, WA 98402	_										
	List account number(s) here (optional)											
											_	
Par			-1-1		ty num							
to avoi resider entities	our TIN in the appropriate box. The TIN provided must match the name given on the "Name d backup withholding. For individuals, this is your social security number (SSN). However, fo it alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> page 3.	ra	Jeiar		<u>-</u>	Der _	-					
	f the account is in more than one name, see the chart on page 4 for guidelines on whose	Ei	nploy	er ide	ntificat	ion n	umt	er		\neg		
	r to enter.	į.	T.		\overline{T}	T				ī		
		9	1	-	1 2	8	7	3	4	1		
Part	Certification		<u>'</u>								_	
Under	penalties of perjury, I certify that:											
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting for	a number	to be	issue	d to m	ıе), а	nd					
Sen	not subject to backup withholding because: (a) I am exempt from backup withholding, or (b rice (IRS) that I am subject to backup withholding as a result of a failure to report all interest onger subject to backup withholding, and											
3. I an	a U.S. citizen or other U.S. person (defined below), and											
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportin	g is correc	t.									
becaus interes genera instruc	cation instructions. You must cross out item 2 above if you have been notified by the IRS the you have failed to report all interest and dividends on your tax return. For real estate transpaid, acquisition or abandonment of secured property, cancellation of debt, contributions to ly, payments other than interest and dividends, you are not required to sign the certification, ions on page 3.	actions, ite o an individ	m 2 c lual re	loes r etirem	ot app ent ar	oly. F rang	or n	norte ent (II	gage RA),	and]	
Sign Here	Signature of U.S. person ► Da	ite ►										

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

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

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

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401fl/2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- $4\!-\!\text{A}$ foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8-A real estate investment trust
- $9\!-\!\text{An}$ entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- $F-A\ dealer\ in\ securities,\ commodities,\ or\ derivative\ financial\ instruments\ (including\ notional\ principal\ contracts,\ futures,\ forwards,\ and\ options)\ that\ is\ registered\ as\ such\ under\ the\ laws\ of\ the\ United\ States\ or\ any\ state$

- G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I-A common trust fund as defined in section 584(a)
 - J-A bank as defined in section 581
 - K-A broke
 - L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payment made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

What Name and Number To Give the Requester					
For this type of account:	Give name and SSN of:				
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account '				
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²				
 a. The usual revocable savings trust (grantor is also trustee) 	The grantor-trustee '				
b. So-called trust account that is not a legal or valid trust under state law	The actual owner '				
Sole proprietorship or disregarded entity owned by an individual	The owner '				
 Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) 	The grantor*				
For this type of account:	Give name and EIN of:				
Disregarded entity not owned by an individual	The owner				
8. A valid trust, estate, or pension trust	Legal entity ⁴				
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation				
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization				
11. Partnership or multi-member LLC	The partnership				
12. A broker or registered nominee	The broker or nominee				
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity				
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust				

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Boutine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN without provided and certain other. whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

²Circle the minor's name and furnish the minor's SSN.

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

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

^{*}Note. Grantor also must provide a Form W-9 to trustee of trust.

CITY OF COLUMBIA REQUEST FOR QUOTATION

TEMPORARY EMPLOYMENT SERVICES

RFQ# 121/2015

FOR THE CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION

CALE TURNER

PURCHASING AGENT

701 E. BROADWAY, 5TH FLOOR

COLUMBIA, MO 65201

MELISSA PASLEY SENIOR PROCUREMENT OFFICER (573) 817-5005

REQUEST FOR QUOTATION # 121/2015 CLOSING DATE: 2:00 PM, CST, JUNE 24, 2015

1. INTRODUCTION:

1.1 PURPOSE:

The City of Columbia, "City," seeks bids from qualified bidders to provide temporary employment services for various departments across the City.

1.2 DUE DATE FOR BIDS:

Bids may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website at

http://www.gocolumbiamo.com/Finance/purhome.php. No faxed or emailed bids will be accepted. Sealed bids must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Bids received after the appointed time will be determined non-responsive and will not be opened. The bids must be in sealed envelopes and marked in bold letters "RFQ 121/2015."

1.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR QUOTATION:

All questions concerning the RFQ and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Melissa Pasley, Senior Procurement Officer

Phone: (573) 817-5005 Fax: (573) 874-7762

E-mail: mapasley@GoColumbiaMO.com

Any oral responses to any question shall be unofficial and not binding on the City. An addendum to the RFQ providing the City's official response(s) will be issued if necessary to all known prospective bidders. Questions must be submitted no later than 5:00 p.m. on June 12, 2015.

2. GENERAL REQUIREMENTS:

- 2.1 PURCHASE ORDERS: Separate purchase orders will be issued for departments requesting services. The successful bidder shall submit monthly invoices (one per purchase order or department) showing the appropriate purchase order number and department for the services rendered under this contract. Invoices must be submitted to: Finance Accounts Payable, P.O. Box 7236, Columbia, MO 65205.
- 2.2 TERM AND SUPPLY CONTRACT CONDITIONS: Term and Supply Contract for furnishing City of Columbia with Temporary Employment Services, as needed and as requested, from date of award through June 30, 2016.

- 2.3 RENEWAL OPTIONS: The contract is subject to renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, past vendor service, etc.
- 2.4 INSURANCE REQUIREMENTS: Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.
 - a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.
 - b. Commercial General Liability. Contractor shall maintain Commercial General
 Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000
 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor
 limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - c. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - d. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

- f. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- g. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.
- h. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

2.5 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.6 CERTIFICATE OF INSURANCE REQUIREMENT ACKNOWLEDGEMENT: The City of Columbia's insurance requirements are listed in section 2.5 of this Request for Quotation. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.

3. SCOPE OF WORK:

- 3.1 The contractor shall provide individuals on an as needed basis to perform the requested services/duties, in accordance with the job descriptions listed below:
 - Office Clerk: Unskilled worker, duties are of a general, clerical nature and
 may consist of answering phones, making appointments, filing, typing, and
 computer data entry. Little to no experience is needed and assignments
 are reviewed upon completion or through procedural arrangements within
 the department.

<u>Knowledge</u>, <u>Abilities and Skills</u>: Some knowledge of office practices and procedures. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical tasks and readily adhere to prescribed routines.

 Office Assistant: Level 1 office, some previous experience in customer service or office setting. Duties may consist of everything under Office Clerk in addition to record keeping, operating office machines, and handling money.

Knowledge, Abilities and Skills: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices. Skilled in the application of modern office techniques and practices, and in the use and care of pertinent office machines and equipment. Must have 4 months – 1 year office experience and have the ability to type 30-40 words per minute.

 Administrative Assistant: Requires responsible, independent, complex and highly specialized clerical work. Someone in this position would possess years of office/clerical experience. Duties may consist of everything under Office Assistant in addition to answering multi-line phones and assisting supervisor or others with tasks as needed.

Knowledge, Abilities, and Skills: Knowledge of the procedures, duties and responsibilities of the unit of operation to which assigned. Knowledge of modern office practices and procedures. Ability to perform complex clerical work with minimum supervision, maintain complex records and prepare reports, type 45+ words per minute.

• Laborer: Unskilled, duties are of a general laboring nature and may consist of using hand and power tools, removing trash and debris, moving equipment and operating signs.

<u>Knowledge</u>, <u>Abilities</u>, <u>and Skills</u>: Some knowledge of use of hand and power tools. Ability to understand and follow oral and written instructions. Ability to learn assigned tasks and readily adhere to prescribed routines and work in all terrain and in all types of weather.

Facilities Maintenance: Duties are of a general maintenance nature and
may consist of custodial duties in the care, cleaning and maintenance of
City buildings/structures and vehicles. Duties may also include the use of
hand and power tools, and some metal work such as grinding, sanding and
painting. May include operating small/medium sized equipment and
driving a vehicle.

<u>Knowledge</u>, <u>Abilities</u>, <u>and Skills</u>: <u>Ability to work independently and carry out assignments to completion with minimum instructions</u>. <u>Ability to adhere to prescribed routines and practices</u>.

 Groundskeeper: Duties are of light landscaping in nature and may include mowing or weed-eating and litter clean up.

Knowledge, Abilities, and Skills: Little or no experience is required. Knowledge of mowers and weed-eaters is beneficial.

• **Groundskeeper II:** Duties are of heavy landscaping in nature and may include mowing, planting, mulching and creating retaining walls.

<u>Knowledge, Abilities and Skills:</u> Some experience on commercial mowers required. Missouri Class E license required.

*All positions are eligible for "special request" in the event that an individual has more experience or if a special pay arrangement has been made. Must receive prior approval by City Department and Purchasing, and must be noted on agreement.

3.2 SPECIAL CONDITIONS:

 Any personnel working on job assignments under this contract have the right to apply for open positions within the City. No penalties or fees will be assessed against the person(s) and/or the City.

- Contractor will be responsible for having background checks and drug tests done on any personnel working on job assignments under this contract.
- If requested, contractor is required to provide resumes and/or applications of personnel at the time of the request for services.
- It is the intention of the City of Columbia to award this contract to a primary vendor and a secondary vendor due to the volume of employees that may be needed at one time.

4. BIDDER'S INSTRUCTIONS/EVALUATION AND AWARD

Bidders are encouraged to use the electronic bid system for submitting bids and must complete all required fields. No fax or e-mail responses will be accepted. If you choose to submit manually (hard paper copy), print this RFQ in its entirety, complete and submit to City of Columbia, Purchasing, 701 E Broadway, 5th Floor, Columbia, MO 65201, by the bid closing date and time. Bids must be in sealed envelope and have the bid number and description clearly labeled on the outside of the envelope.

Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia.

- 4.1 W-9 SUBMISSION: Bidder shall submit a current W-9 using any of the following methods:
 - Uploading and attaching to bid response
 - E-mailing the W-9 to the buyer named above
 - Mailing to the City of Columbia, Purchasing Division, 701 E Broadway, 5th Floor, Columbia, MO 65201.
- 4.2 Bidders shall complete Exhibit A (W-9 form) and Exhibit B (Work Authorization Affidavit), and submit these documents with their bid response.
- 5. PRICING: Bidder shall submit pricing for each category listed below. Hourly wage rate is the rate that bidder will pay the temporary worker per hour, Mark up Rate is the rate that bidder charges over the hourly wage rate, and Bill Rate to City is the full amount that the City will pay per hour for the temporary employee.

ltem No.	Description	Hourly Wage Rate	Mark up Rate	Bill Rate to City
1	Office Clerk			
2	Office Assistant			

3	Administrative Assistant				
4	Laborer	11. 12			
5	Facilities Maintenance		_		
6	Groundskeeper			Res	
7	Groundskeeper				
SR_	Special Request Employees				

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Instructions and General Conditions of Bidding. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the City of Columbia or when a Notice of Award is signed and issued by the City of Columbia, a binding contract shall exist between the bidder and the City of Columbia

BIDDERS SIGNATURE:	Firm:
	Representative:
	Title:
	Address:
	Phone:
	Date:

CITY OF COLUMBIA, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530 RSMo (FOR ALL BIDS IN EXCESS OF \$5,000.00) Effective 1/1/2009

County of)SS.	
State of)	
My name is	I am an authorized agent of	
(Bidder). T	is business is enrolled and participates in a fo	ederal work authorization
program for all employees v	orking in connection with services provided	to the City of Columbia.
This business does not know	ringly employ any person who is an unauthor	rized alien in connection
with the services being pro	ided. Documentation of participation in a f	federal work
authorization program is	nttached to this affidavit.	
in their contracts that they a	contractors working on this contract shall afform re not in violation of Section 285.530.1 RSMoor, a subcontractor may submit a sworn affidate lawfully present in the United States.	and shall not thereafter
	Affiant	
Subscribed and sworn to be	Printed Name fore me this day of, 20	
	Notary Public	

City of Columbia Purchasing

Bid Info	rmation		Contact Information	ormation Ship to Information		
Bid Owner	Mel Offic	issa Pasley Procurement	Address		Address	
Email Phone Fax		asley@gocolumbiamo.com i) 8175005	Contact Department Building		Contact Department Building	
Bid Number Title Bid Type Issue Date Close Date	Tem RFC 06/0	2015 porary Employment Services I-F 1/2015 /2015 12:00:00 PM Central	Floor/Room Telephone Fax Email		Floor/Room Telephone Fax Email	
Supplie	r Informatio	on		Supplier Notes		
Compa Contact Address	***					
Telepho Fax Email	one					
Signatu	re	And add the second seco		Date / /		
Bid Note	es					
SUBMIT COMPL CLOSIN	FMANUALI ETE AND IG DATE A	LY,(hard paper copy) PF SUB <mark>MI</mark> T TO PURCHASI	RINT THE "INVITATION ING, 701 E. BROAD BE IN A SEALED EN	ON" LISTED UNDER " VAY, 5TH FLOOR, CO VELOPE AND HAVE	CCEPTED. IF YOU CHOOSE TO DOCUMENTS" IN ITS ENTIRETY, DLUMBIA MO 65201, UNTIL THE BID THE BID NUMBER AND	
Bid Activ	vities					
Date		Name	Description			
6/12/2015	5:00:00 PM	Deadline for Questions	Questions will be after this date.	e accepted until date and ti	ime specified. No questions will be accepted	
Bid Mes	sages					
Bid Atta	chments					
The follow	ing attachmer	nts are associated with this op	portunity and will need to	be retrieved separately		
Line	Filename	Descrip	otion			
Header	Terms & Cor Revised 8-26	nditions of Ebidding - 5-13.pdf				
Header	Insurance Re Columbia Sta	equirements - City of andard.pdf				

9	Payment Terms	Indicate Payment Terms:	(Required)
10	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	(Optional)
11	W-9 Submission	Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205.	(Optional)
12	Evaluation and Award	Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia.	(Required)
13	Before and After Hours Services	Provide details on how to request before and after hours services if provided.	(Required)
14	Request Services	Provide information as to how the City of Columbia shall request services. What information is needed?	(Required)

	Qty	UOM	Description	Response
Table to agree con-	1	EA	OFFICE CLERK: Unskilled worker, duties are of a general, clerical nature and may consist of answering phones, making appointments, filing, typing, and computer data entry. Little to no experience is needed and assignments are reviewed upon completion or through procedural arrangements within the department.	\$
			KNOWLEDGE, ABILITIES AND SKILLS: Some knowledge of office practices and procedures. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical tasks and readily adhere to prescribed routines.	
	Manufa	cturer:	Manufacturer #:	
	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage mark up rate in the supplier notes.			
	Supplie	er Notes:		
_	<u>-</u>			
	1	EA	OFFICE ASSISTANT: Level 1 office, some previous experience in customer service or office setting. Duties may consist of everything under Office Clerk in addition to record keeping, operating office machines, and handling money.	\$
			KNOWLEDGE, ABILITIES AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices. Skilled in the application of modern office techniques and practices, and in the use and care of pertinent office machines and equipment. Must have 4 months - 1 year office experience and have the ability to type 30-40 words per minute.	
	Manufa	cturer:	Manufacturer #:	
	Item No		er shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wag up rate in the supplier notes.	je rate and
	Supplie	r Notes:		

	1	EA	ADMINISTRATIVE ASSISTANT: Requires responsible, independent, complex and highly specialized clerical work. Individuals in this position shall possess 2+ years of office/clerical experience. Duties may consist of everything under Office Assistant in addition to answering multi-line phones and assisting supervisor or others with tasks as needed.	\$
			KNOWLEDGE, ABILITIES, AND SKILLS: Knowledge of the procedures, duties and responsibilities of the unit of operation to which assigned. Knowledge of modern office practices and procedures. Ability to perform complex clerical work with minimum supervision, maintain complex records, prepare reports, and type 45+ words per minute.	
	Manufa	cturer:	Manufacturer #:	
	Item No		or shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wag up rate in the supplier notes.	e rate and

4	1	EA	LABORER: Unskilled, duties are of a general laboring nature and may consist of using hand and power tools, removing trash and debris, moving equipment and operating signs.					
			KNOWLEDGE, ABILITIES, AND SKILLS: Some knowledge of use of hand and power tools. Ability to understand and follow oral and written instructions, and to learn assigned tasks and readily adhere to prescribed routines.					
	Manı	ufacturer:	Manufacturer #:					
	Item	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.						
	Supp	lier Notes:						
				_				
5	1	EA	FACILITIES MAINTENANCE: Duties are of a general maintenance nature and may consist of custodial duties in the care, cleaning and maintenance of City buildings/structures and vehicles. Duties may also include the use of hand and power tools, and some metal work such as grinding, sanding and painting. May include operating small/medium sized equipment and driving a vehicle.	_				
			KNOWLEDGE, ABILITIES, AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices.					
	Manufacturer: Manufacturer #:							
	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.							
	Supp	lier Notes:						
6	1	EA	GROUNDSKEEPER: Duties are of light landscaping in nature and may include mowing or weed-eating and litter clean up.	_				
			KNOWLEDGE, ABILITIES, AND SKILLS: Little or no experience is required. Knowledge of mowers and weed-eaters is beneficial.					
	Manu	facturer:	Manufacturer #:					
	Item I	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.						
	Suppl	ier Notes:						

7	1	EA	GROUNDSKEEPER II: Duties are of heavy landscaping in nature and may include mowing planting, mulching and creating retaining walls.	!, \$	
			KNOWLEDGE, ABILITIES, AND SKILLS: Some experience on commercial mowers is required. Missouri Class E license required.		
	Man	ufacturer:	Manufacturer #:		
	Item		er shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly was up rate in the supplier notes.	age rate and	
	Supp	olier Notes:			
8	1	EA	SPECIAL REQUEST EMPLOYEE: In the event that an individual has more experience or a special pay arrangement has been made.	s	
	Manufacturer: Manufacturer #:				
	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.				
	Supplier Notes:				



CITY OF COLUMBIA, MISSOURI RFQ Formal/Informal Bids

FINANCE DEPARTMENT PURCHASING DIVISION

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The following terms and conditions, unless otherwise modified by the City of Columbia within this document, shall govern the submission of bids and subsequent contracts. The City of Columbia reserves the right to reject any bid that takes exception to these conditions.

Definitions as used herein:

- a. The term "bid" means a solicitation of a formal or informal, sealed offer.
- b. The term "bidder" means the person, firm or corporation who submits a formal sealed bid.
- c. The term "City" means City of Columbia, MO.
- d. The term "City Council" means the governing body of the City of Columbia, MO.
- e. The term "contractor" means the bidder awarded a contract under this bid document.
- 1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
 - Submission of Hard Copy Paper Bids: Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
 - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
- 2. **Purchase Orders:** Purchase orders resulting from this bid will be issued to the company signing and submitting this bid form. The invoice must be submitted by the company shown on the purchase order.
- 3. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
- 4. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
- 5. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

- 6. **Taxes:** Bidder shall not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the City is exempt from them by law. A <u>tax</u> exemption letter will be furnished if required.
- 7. **Delivery:** The delivery date(s) or when work will start, if requested, shall be stated in definite terms, as they will be taken into consideration in making the award. The City of Columbia reserves the right to cancel all or part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the City Purchasing Agent.
- 8. **Freight:** All bids shall be submitted FOB Destination, Columbia, Missouri. Unit prices shall include all applicable freight and handling charges.
- 9. **Default:** In case of any default by the bidder, the City of Columbia may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Purchasing Division shall have the right to remove any bidder who defaults on any contract with the City from all bidders' lists.
- 10. **Pricing:** Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
- 11. **Payments:** Partial payment for delivered items or quantities of a bid may be made by the City of Columbia except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished, and the City Purchasing Agent.
- 12. Addenda: The Purchasing Agent, in the form of a written Addendum, will issue all changes, additions and/or clarifications in connection with this bid. Bidder shall review and return the signature sheet of any and all such addendum issued for said In the event multiple copies of the bid are requested, equal number of addendum shall be included. In the event an addendum is not submitted with the bid by the time of bid closing, the Purchasing Agent shall make a determination as to whether or not submission of the addendum(s) may be waived as technicality or not. In general, any addendum which significantly alters the scope of work, terms of the contract or which revises any pricing information may not be waived. In the case of an addendum not submitted with the bid, which cannot be waived, the bid will be found non-responsive and will not be evaluated. Addendums that are informational in nature only and do not alter scope of work, contract terms or pricing may be agreed upon after bid opening and returned by bidder, signed, prior to contract award. It shall be the sole discretion of the Buyer of Record and the Purchasing Agent to make this determination.
- 13. **Receipt and Opening of Advertised Sealed Bids:** The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening.
 - a. It is the bidder's sole responsibility to ensure that a bid is successfully submitted with the Purchasing Division prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Purchasing Division for a period of time established by regulation or statutes after the award is made, and are available for inspection at any time during regular working hours.

- Withdrawal of Bids: Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Purchasing Agent after the bid opening, the Purchasing Agent has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Purchasing Agent will proceed in the following manner:
 - a. Clerical Mistakes: Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Purchasing Agent after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. Withdrawal: Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. **Changes in pricing**, terms or conditions will not be permitted after the deadline for receipt of bids.
- 14. **Rebidding:** The Purchasing Agent reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised 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 returned unopened to the offeror for re-submittal at the new date and time of bid closing.
- 15. **Bid Response:** The City is interested in doing business with your firm. In the event you are unable to quote on this requirement, please submit a "no bid response" which will indicate your desire to remain on the City's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
- 16. **Bid Acceptance:** A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected. Unless otherwise indicated, sixty (60) days prevail. In the event bid evaluation and award are projected to exceed sixty (60) days, the Purchasing Agent may request bidder to extend bid acceptance time for a reasonable period of time in order to make award.
- 17. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standards (OSHA) published in the Federal Register or other nationally recognized certifying body.
- 18. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the City.
- 19. **Variation in Quantity:** No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
- 20. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
- 21. **Discounts:** Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the City, whichever is later. For discount purposes, payment is made when the check is mailed.

- 22. **Patents:** The successful bidder shall defend, indemnify and save harmless, the City of Columbia, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.
- 23. Hold Harmless Agreement: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
- Contract Changes: The Purchasing Agent may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the Purchasing Agent, if he or she decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- Disputes: If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the City Department responsible for the administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Purchasing Agent with advice of the City Counselor, shall resolve the dispute and send a written copy of his decision to the Contractor and the responsible City Department.
- Termination for Default: The Purchasing Agent may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocuring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the good or services provided under the contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
- 27. **Termination for Convenience:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

- 28. **Term & Supply Contract Defined:** A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies, materials and equipment agrees to furnish all of the needs of the various departments of the City for the articles, commodities, supplies, materials and equipment set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the City, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the City will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
- 29. **Estimated Quantities:** The estimated quantities indicated in this Request for Quotation represent anticipated requirements only and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.
- 30. **Fund Allocation:** Continuance of any resulting agreement, contract or issuance of purchase orders after September 30 of the current calendar year is contingent upon the allocation of City funds for the next proceeding fiscal year, (10/1-9/30).
- 31. **Conflict of Interest**: No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
 - **OFFICIALS NOT TO BENEFIT:** No regular employee or elected or appointed member of the City Government shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 32. **Hazardous Material:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
- 33. **Domestic Products:** Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.
- 34. **Debarment and Suspension:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

- 35. Americans with Disabilities Act: The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this contract involves the contractor providing services directly to the public, the successful contractor shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35 and suspension.
- 36. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 37. **DBE Firms:** It is the policy of the City of Columbia that businesses owned by socially and economically disadvantaged individuals are encouraged to participate in bidding and performance of City contracts. Consequently, the requirements of 49 CFR Part 26 (as amended) and the City's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds. If federal funds are involved in this contract they shall be so identified in the Notice to Bidders.
- 38. **Business License Requirements:** Unless exempted by City ordinance, any company awarded a contract with the City, who operates an office(s) within the City limits of Columbia, will be required to obtain a business license.

INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE: The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

A. <u>WORKERS COMPENSATION INSURANCE</u>: The Contractor shall take out and maintain during the life of this Contract **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- B. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - (1) Premises and Operations
 - (2) Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract. Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

\$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)

\$2,000,000 Aggregate for Products/Completed Operations

\$2,000,000 Personal Injury/Advertising Injury

\$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

<u>Primary Coverage</u> The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

C. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

- D. <u>UMBRELLA EXCESS LIABILITY:</u> The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the umbrella excess limits should be \$2,000,000 per occurrence/\$2,000,000 aggregate.
- E. <u>WAIVER OF SUBROGATION</u>: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- F. CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- G. <u>SUBCONTRACTORS</u>: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsementS added.
- H. HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

Form (Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line	blank.											
2.	Labor Ready Central, Inc.												
	2 Business name/disregarded entity name, if different from above												
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)								Exempt payee code (if any) 5					
	7 List account number(s) here (optional)												
Par	t I Taxpayer Identification Number (TIN)							_		_			
	your TIN in the appropriate box. The TIN provided must match the name given on line 1	to avoid	So	cial	ecurity	/ num	ber					_	
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other						-[_					
	entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> Or												
	If the account is in more than one name, see the instructions for line 1 and the chart on	page 4 for		ploy	er identification number								
	ines on whose number to enter.	page	2	2	_ 3	6	0	6	7	3	8		
Par	t II Certification		т	.[]				L		l	L		
Under	penalties of perjury, I certify that:												
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waitin	ng for a numl	ber te	o be	issued	l to m	ie); a	nd					
Se	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and												
3. I ai	m a U.S. citizen or other U.S. person (defined below); and												
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA re	porting is co	rrect.										
becau interes genera instruc	ication instructions. You must cross out item 2 above if you have been notified by the ise you have failed to report all interest and dividends on your tax return. For real estate st paid, acquisition or abandonment of secured property, cancellation of debt, contributially, payments other than interest and dividends, you are not required to sign the certifications on page 3.	transactions ions to an inc	, iten dividu	n 2 d ual re	loes no etireme	ot app ent ar	oly. F rang	or n	nortg nt (#	gage RA),	and	Ŭ	
Sign Here		Date ►	1/02/	15									
^~~	• Form 1098 (hor	me mortagae ir	nteres	:t\ 10	198-F (s	tuden	t Inar	inte	rest)	109	R-T		

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien:
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Alliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

- 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt* payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4-\!\mbox{A}$ foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- $7\!-\!A$ futures commission merchant registered with the Commodity Futures Trading Commission
 - 8-A real estate investment trust
- 9--An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10-A common trust fund operated by a bank under section 584(a)
 - 11-A financial institution
- $12\!-\!A$ middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947 $\,$
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee' The actual owner'
Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
 Disregarded entity not owned by an individual 	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
 Corporation or LLC electing corporate status on Form 8832 or Form 2553 	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

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

- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.
- *Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-677-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

² Circle the minor's name and furnish the minor's SSN.



October 29, 2015

RE: 30 days notice of cancellation

To Whom It May Concern:

It is agreed that Labor Ready will mail 30 days notice of cancellation to Boone County, Missouri where written notice of cancellation regarding the policies is required per written contract or agreement between Labor Ready and the above certificate holder.

Labor Ready Department of Insurance and Safety P.O. Box 2910 1015 A Street Tacoma, WA 98401



CERTIFICATE OF LIABILITY INSURANCE

7/1/2016

DATE (MM/DD/YYYY) 10/29/2015

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

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

PRODUCER	Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237	CONTACT NAME: PHONE FAX (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:				
	(303) 414-6000	INSURER(S) AFFORDING COVERAGE	NAIC#			
	(503) 414 0000	INSURER A: National Union Fire Ins Co Pitts. PA	19445			
INSURED	Labor Ready	INSURER B: New Hampshire Insurance Company	23841			
1036748	(See Attached Named Insured Schedule)	INSURER c: Insurance Company of the State of PA	19429			
	1015 A Street	INSURER D :				
	PO Box 2910	INSURER E :				
	Tacoma, WA 98401	INSURER F:				
COVERA	CEC TRIBLIAN CERTIFICATE MIMPER: 1274165	1 DEVICION NUMBED:	VVVVVV			

TRUBL02 CERTIFICATE NUMBER: 13741651 REVISION NUMBER: XXXXXXX

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 INSURAN		ADDL S		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
A	X COMMERCIAL GENERAL	LIA SIL ITM	Y	Υ	3333125	7/1/2015	7/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
l	X SIR \$1M							MED EXP (Any one person)	\$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPI	LIES PER:						PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 1,000,000 \$ 5,000,000
	X POLICY PRO-	LOC						PRODUCTS - COMP/OP AGG	s 3,000,000
	OTHER: AUTOMOBILE LIABILITY				2020077 (105)	7/1/2015	7/1/201/	COMBINED SINGLE LIMIT	\$ 1,000,000
,	X ANY AUTO		Y	Y	3030977 (AOS) 3030979 (VA) 3030978 (MA)	7/1/2015 7/1/2015 7/1/2015	7/1/2016 7/1/2016 7/1/2016	(Ea accident) BODILY INJURY (Per person)	\$ 1,000,000 \$ XXXXXXX
	AUTOS AU	CHEDULÉD JTOS ON-OWNED JTOS			,			BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ XXXXXXX \$ XXXXXXX
									\$ XXXXXXX
A	X UMBRELLA LIAB X	OCCUR	N	N	19962018	7/1/2015	7/1/2016	EACH OCCURRENCE	\$ 5,000,000
	DED RETENTION \$	CLAIMS-MADE						AGGREGATE	\$ 5,000,000 \$ XXXXXXX
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y	21942898; 21942924 - AOS	7/1/2015	7/1/2016	X PER OTH-	
B C	ANY PROPRIETOR/PARTNER/EXE	ECUTIVE Y/N	N/A		21942902-CA; 21942906-FL 21942909-MA; 21942919-OR	7/1/2015	7/1/2016 7/1/2016	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)	1.			, , , , , , , , , , , , , , , , , , , ,			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DÉSCRIPTION OF OPERATIONS								\$ 1,000,000
B A	Workers Compensation Con Excess Work Comp	ıt'd	N	N	21942912 - ME; 21942915-MN 9884000-QSI	7/1/2015 7/1/2015	7/1/2016 7/1/2016	WC - Statutory; EL Limit \$1,000,000	

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

The above coverages apply only to Temporary Labor Ready employees dispatched to do work on behalf of the Certificate Holder. Boone County, Missouri is named as Additional Insured if required by written contract between Labor Ready and Boone County, Missouri as respects General Liability and Automobile Liability. Manuscript Scheduled Additional Insured Endorsement for Boone County, Missouri is attached. There is no XCU exclusion on the General Liability policy. Umbrella Liability follows form. Waiver of Subrogation applies on General Liability, Automobile Liability and Workers Compensation if required by written contract.

CERTIFICATE HOLDER	CANCELLATION See Attachments
13741651 Boone County, Missouri 613 East Ash Street, Room 110 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.
, 1	AUTHORIZED REPRESENTATIVE (Nacles MME)

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SCHEDULE OF NAMED INSUREDS Labor Ready Affiliates'

Labor Ready Entity

Labor Ready Northeast, Inc.

Labor Ready Southeast, Inc.

Labor Ready Mid-Atlantic, Inc.

Labor Ready Central, Inc.

Labor Ready Midwest, Inc.

Labor Ready Northwest, Inc.

Labor Ready Southwest, Inc.

Labor Ready, Inc.

Labor Ready Holdings, Inc.

Spartan Staffing, LLC

Spartan Staffing Puerto Rico, LLC

PTPR, Inc.

Job Rooster, Inc.

Centerline Drivers, LLC

Venue Ready, LLC

PlaneTechs, LLC

Drivers on Demand, LLC

TrueBlue Enterprises, Inc.

TrueBlue Inc. PAC

TransTechs

Miscellaneous Attachment: M19451 Master ID: 1036748, Certificate ID: 13741651

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ENDORSEMENT# MAN001

This endorsement, effective 12:01 A.M.

7/1/2015

forms a part of

Policy No.

3333125

issued to TRUEBLUE, INC.

Вγ

National Union Fire Ins Co Pitts. PA

ADDITIONAL INSURED-WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM SCHEDULE

Name of Person(s) or Organization(s):

BOONE COUNTY, MISSOURI

SECTION II -WHO IS AN INSURED, is amended to include as an additional insured: Any person or organization shown in the above Schedule, or any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement

Attachment Code: D513870 Certificate ID: 13741651

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/1/2015 forms a part of Policy No. 3030977 (AOS), 3030979 (VA), and 3030978 (MA)

Issued to Labor Ready Northeast, Inc.; Labor Ready Southeast, Inc.; Labor Ready Mid-Atlantic, Inc.; Labor Ready Central, Inc.; Labor Ready Midwest, Inc.; Labor Ready Northwest, Inc.; Labor Ready Southwest, Inc.; Spartan Staffing, LLC; CLP Resources, Inc.; Centerline Drivers, LLC; PlaneTechs, LLC; Project Trade Solutions, LLC; Venue Ready, LLC; StudentScout, LLC; Staff Management Solutions, LLC; PeopleScout, Inc.; SMX, LLC; & SMX Cargo, LLC

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modified insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

Miscellaneous Attachment: M103493 Certificate ID: 13741651 POLICY NUMBER: GL 3333125- Labor Ready Northeast, Inc.; Labor Ready Southeast, Inc.; Labor Ready Mid-Atlantic, Inc.; Labor Ready Central, Inc.; Labor Ready Midwest, Inc.; Labor Ready Northwest, Inc.; Labor Ready Southwest, Inc.; Spartan Staffing, LLC; Venue Ready, LLC; PlaneTechs, LLC; TransTechs; Project Trade Solutions, LLC; & Centerline Drivers, LLC

POLICY NUMBER: 3333123 - CLP Resources, Inc.

POLICY NUMBER: 3333126 - StudentScout, LLC; Staff Management Solutions, LLC; PeopleScout, Inc.;

SMX, LLC; & SMX Cargo, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following: We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Miscellaneous Attachment: M67657 Certificate ID: 13741651

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/1/2015 forms a part of

Policy No. 3030977, 3030978, and 3030979 issued to Labor Ready Northeast, Inc.; Labor Ready Southeast, Inc.; Labor Ready Mid-Atlantic, Inc.; Labor Ready Central, Inc.; Labor Ready Midwest, Inc.; Labor Ready Northwest, Inc.; Labor Ready Southwest, Inc.; Spartan Staffing, LLC; CLP Resources, Inc.; Project Trade Solutions, LLC; Venue Ready, LLC; PlaneTechs, LLC; Centerline Drivers, LLC; StudentScout, LLC; Staff Management Solutions, LLC; PeopleScout, Inc.; SMX, LLC; & SMX Cargo, LLC

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modified insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- 1. The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- 2. The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

Miscellaneous Attachment: M76945

Certificate ID: 13741651

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM on 7/01/2015 forms a part of Policy No. 021942898 & 021942924

Issued to: Labor Ready Northeast, Inc.; Labor Ready Southeast, Inc.; Labor Ready Mid-Atlantic, Inc.; Labor Ready Central, Inc.; Labor Ready Midwest, Inc.; Labor Ready Northwest, Inc.; Labor Ready Southwest, Inc.; Spartan Staffing, LLC; PlaneTechs, LLC; TransTechs; Venue Ready, LLC; and Centerline Drivers, LLC

By the Insurance Company: New Hampshire Insurance Company

Premium INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

This form is not applicable in California, Kentucky, North Dakota, New Hampshire, New Jersey, Ohio, Tennessee, Texas, Utah, or Washington.

Miscellaneous Attachment: M67658

Certificate ID: 13741651

PURCHASE AGREEMENT FOR TEMPORARY EMPLOYMENT SERVICES

THIS AGREEMENT dated the day of	2015 is made between
Boone County, Missouri, a political subdivision of the State of Missouri thr	rough the Boone County
Commission, herein "County" and Express Employment Professionals, h	erein "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 Temporary Employment Services in compliance with all bid specifications, any addendum and resulting City contract issued for the City of Columbia Contract 145/2015, Vendor Bid Response, Work Authorization Certification, Boone County Insurance Requirements and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or City of Columbia bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Insurance Requirements, Boone County Standard Terms and Conditions, and the City of Columbia Contract 145/2015 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 Temporary Employment Services on an as needed basis. **Express Employment Professionals** shall act as the Secondary Vendor for lines 1, 2, 3.

Secondary

Office Clerk	\$12.25 / hour
Office Assistant	\$13.75 / hour
Administrative Assistant	\$15.93 / hour

- 3. Contract Duration This agreement shall commence on the November 1, 2015 and extend through July 31, 2016 subject to the provisions for termination specified below. Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc.
- 4. *Billing and Payment* All billing shall be invoiced to the respective ordering Boone County Office / Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 5. *Binding Effect* This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

BOONE COUNTY, MISSOURI

- 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.
 - d. Or other just cause so deemed by the County.

EXPRESS EMPLOYMENT PROFESSIONALS

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

title Franclisce / Occur	by: Boone County Commission Comid K. Atom Presiding Commissioner
APPROVED AS TO FORM: County Counselor County Counselor	Mendy S. Noren, County Clerk
	ufficient unencumbered appropriation balance exists and is ract. (Note: Certification of this contract is not required if the oligation at this time.) County – Wide Term & Supply No Encumbrance Description Date Appropriation Account

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

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

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

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

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

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

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

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 resubmittal at the new date and time of bid closing.
- 5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 12. No bid transmitted by fax machine or e-mail will be accepted.
- 13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

- 15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
- 18. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
- 19. **Equipment and serial and model numbers -** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



FINANCE DEPARTMENT PURCHASING DIVISION

NOTIFICATION OF CONTRACT AWARD

CONTRACT FOR: Temporary Employment Services

RFQ NUMBER: 145/2015

July 31, 2015

CONTRACT PERIOD: August 1, 2015 – July 31, 2015

The City of Columbia hereby accepts the attached bid submitted by Express Employment Professionals in response to attached RFQ 145/2015 for line items indicated herein.

Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT	LINE ITEMS	VENDOR	CONTRACTOR
NUMBER	AWARDED	NUMBER	NAME
· · · · · · · · · · · · · · · · · · ·	-		Express Employment Professionals
			1900 N. Providence, Suite 200
			Columbia, MO 65202
145/2015	Secondary for Lines 1, 2, 3	6384	Mike King
			(573) 443-1800
			Mike.king@expresspros.com

PAYMENT TERMS:

Net 30

Melissa Pasley

Senior Procurement Officer

(573) 817-5005

cc:

Cale Turner, CPPB Purchasing Agent (573) 874-7375

Margrace Buckler, Bette Wordelman, Mindy Barnes, Cynthia Mitchell, Jeff Rogers, Julie Ausmus, Melinda Pope

OPTIVIEW

City of Columbia Purchasing

Bid Info	ormation	Contact Information	on	Ship to Information
Bid Owner	Melissa Pasley Procuremen	t Address	<u>.</u>	Address
Email Phone Fax	mapasley@gocolumbiamo.c (573) 8175005	om Contact Department Building		Contact Department Building
Bid Numbe Title	er 145/2015 Addendum 1 Temporary Employment Serv	Floor/Room		Floor/Room Telephone
Bid Type Issue Date	RFQ-F	Fax Email		Fax É Email
Close Date				
	r Information		Supplier Notes	and the second s
Compa	ny Name EX PRESS EM	IPLOYMENT PROFESS	CONALS	
Contact Address	t Name MIKE KING o	R MANESSAH DELGA	00	
Address	SUITE 200	•		
-	COLUMBIA	MO 65202		
Telepho Fax		1800		
гах Email	673-499-	44 ()		
Lilian	- Mike King	a expression. com		
Signatu	ire Wilu	Dexpresspros.com	Date 7/7/	2015
Bid Not	es			
BIDDE	RS ARE ENCOURAGED TO	USE THE ELECTRONIC B	ID SYSTEM FOR S	UBMITTING BIDS AND MUST
	-	-		ACCEPTED. IF YOU CHOOSE TO
				R "DOCUMENTS" IN ITS ENTIRETY,
	LETE AND SUBMIT TO PUR NG DATE AND TIME. BIDS			COLUMBIA MO 65201, UNTIL THE BID
	RIPTION CLEARLY LABELE			E THE BID NOMBER AND
Bid Acti	ivities			
Bid Mes	ssages	11. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Million	. , , , , , , , , , , , , , , , , , , ,
	· ·			
Bid Atta	achments			
The follow	ving attachments are associated wi	th this opportunity and will need to	be retrieved separately	
Line	Filename	Description		
Header	Terms & Conditions of Ebidding Revised 8-26-13.pdf	-		
Header	Insurance Requirements - City of Columbia Standard.pdf	ſ		
Header	Work Authorization Affidavit.pdf	WORK AUTHORIZATION		
Header	Exhibit A - W-9 form.pdf	145/2015 - Exhibit A w-9 Form		

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	Accept
2	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	Certificate of Insurance Requirement Acknowledgmen UNDGALSTOOり
3	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Temporary Employment Services, as needed and as requested, from date of award through June 30, 2016. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	Term & Supply Contract Acknowledgement UNDERSTOOD
4	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	Renewal Options Acknowledgement
5	Contract Administration Contact	Provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. Name/Job Title/Phone/Fax/Email	Mike King/Franchise Owner/573-443-1800/573-499-4473/mike.kir Mike.Kingeexpresspres.com
3	Minimum Days Notice	Indicate time required to provide personnel after request is received.	24 to 48 hours for entry level positions
•	Unsatisfactory Performance	Indicate your policy should the personnel provided perform unsatisfactorily.	Upon notification, we will end the associate's assignment and replace them with a better qualified associate.
3	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED	(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply.	Understood and will compy

9	Payment Terms	Indicate Payment Terms:	Due upon receipt. Net 30 days.
10	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	Agree
11	W-9 Submission	Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205.	EMAILED TO MELISSA PASLEY AND ATTACHED,
12	Evaluation and Award	Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia.	Understood
13	Before and After Hours Services	Provide details on how to request before and after hours services if provided.	24 hour voicemail at the office, email, text or phone via cell phone.
14	Request Services	Provide information as to how the City of Columbia shall request services. What information is needed?	Phone or email with: job description, skill level, payrate, start date, end date (if known), any special requirements (steel toed boots, etc.)

Form W-9

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	TO T													
	1 Name (as shown on your income tax return). Name is required on this line; do not le Express Services, Inc.	ave this line blank.												
e 5:	2 Business name/disregarded entity name, if different from above								V					
Print or type Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or							4 Exemptions (codes apply only to certain entitles, not individuals; soe instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) yapplies to accounts manifered outcode (if a V.S.) and address (optional)						
ğ	9701 Boardwalk Blvd													
See (6 City, state, and ZIP code													
တိ	Oklahoma City, OK 73162													
Ī	7 List account number(s) here (optional)													
Par	Taxpayer Identification Number (TIN)													
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number														
backup withholding. For individuals, this is generally your social security number (SSN). However, for a							$\overline{\Box}$	1		T	Τ			
	nt alien, sole proprietor, or disregarded entity, see the Part I instructions on p				-		1	-						
entities, it is your employer identification number (EIN). If you do not have a number, see How to get a						L	لبل		L	٠.	L			
TIN on page 3. Or Note: If the account is in more than one page and the instructions for line 1 and the about an account in in more than one page 4 for							1							
	f the account is in more than one name, see the instructions for line 1 and these on whose number to enter.	ne chart on page 4 fo	or E	Employer identifica			ncation number				j			
guiden	les off whose number to enter.		8	4	- 0	9	0	9	6 8	0				
Part	II Certification				lk						J			
Under	penalfies of perjury, I certify that:													
1. The	number shown on this form is my correct taxpayer identification number (or	r I am waiting for a n	umber t	o be	issued	to m	1e); a	ind						
Ser	t not subject to backup withholding because: (a) I am exempt from backup wice (IRS) that I am subject to backup withholding as a result of a failure to re onger subject to backup withholding; and													
3. 1 an	a U.S. citizen or other U.S. person (defined below); and													
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from	FATCA reporting is	correct											
becaus interes genera	eation instructions. You must cross out item 2 above if you have been notice you have failed to report all interest and dividends on your tax return. For paid, acquisition or abandonment of secured property, cancellation of debily, payments other than interest and dividends, you are not required to sign ions on page 3.	real estate transactions to an	ons, iter i individ	n 2 d lual re	loes no etireme	t app nt ar	ply. F rang	or n	nortgag int (IRA	ge), an	d			
Sign Here	Signature of MAON HARES	Date ₽	. /	b	16	2								
C	A Fo	rm 1008 (home mortes					t loar	n inte	roct) 1/	100 T				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. **Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ITIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-OIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest). 1098-E (student loan interest), 1098-T
 (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TiN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), $\,$
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting; is correct. See What is FATCA reporting? on page 2 for further information.

Lif	ne Item	S		
#	Qty	UON	M Description	Response
1	1	EA	OFFICE CLERK: Unskilled worker, duties are of a general, clerical nature and may consist of answering phones, making appointments, filing, typing, and computer data entry. Little to no experience is needed and assignments are reviewed upon completion or through procedural arrangements within the department.	\$12.25
			KNOWLEDGE, ABILITIES AND SKILLS: Some knowledge of office practices and procedures. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical tasks and readily adhere to prescribed routines.	
			Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly mark up rate in the supplier notes.	wage rate and
	Suppli	er Notes	s: Pay Rate \$8.50 Mark-Up 50%	
2	1	EA	OFFICE ASSISTANT: Level 1 office, some previous experience in customer service or office setting. Duties may consist of everything under Office Clerk in addition to record keeping, operating office machines, and handling money.	\$13.75
			KNOWLEDGE, ABILITIES AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices. Skilled in the application of modern office techniques and practices, and in the use and care of pertinent office machines and equipment. Must have 4 months - 1 year office experience and have the ability to type 30-40 words per minute.	
			Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly mark up rate in the supplier notes.	wage rate and
	Suppli	er Notes	: Pay Rate \$9.50 Mark-Up 44.75%	
3	1	EA	ADMINISTRATIVE ASSISTANT: Requires responsible, independent, complex and highly specialized clerical work. Individuals in this position shall possess 2+ years of office/clerical experience. Duties may consist of everything under Office Assistant in addition to answering multi-line phones and assisting supervisor or others with tasks as needed.	\$15.93
			KNOWLEDGE, ABILITIES, AND SKILLS: Knowledge of the procedures, duties and responsibilities of the unit of operation to which assigned. Knowledge of modern office practices and procedures. Ability to perform complex clerical work with minimum supervision, maintain complex records, prepare reports, and type 45+ words per minute.	
	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Ho mark up rate in the supplier notes.		wage rate and	
	Supplie	er Notes	: Pay Rate \$11 Mark-Up 44.75%	
4	1	EA	LABORER: Unskilled, duties are of a general laboring nature and may consist of using hand and power tools, removing trash and debris, moving equipment and operating signs.	\$13.20
			KNOWLEDGE, ABILITIES, AND SKILLS: Some knowledge of use of hand and power tools. Ability to understand and follow oral and written instructions, and to learn assigned tasks and readily adhere to prescribed routines.	
	Item Notes: Bidd		Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly	wage rate and

mark up rate in the supplier notes.

5 1 EΑ FACILITIES MAINTENANCE: Duties are of a general maintenance nature and may consist of custodial duties in the care, cleaning and maintenance of City buildings/structures and vehicles. Duties may also include the use of hand and power tools, and some metal work such as grinding, sanding and painting. May include operating small/medium sized equipment and driving a vehicle.

\$14.67

KNOWLEDGE, ABILITIES, AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices.

Item Notes:

Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.

Supplier Notes: Pay Rate \$10.00 Mark-Up 46.75%

6 1 EΑ GROUNDSKEEPER: Duties are of light landscaping in nature and may include mowing or weed-eating and litter clean up.

\$14.00

KNOWLEDGE, ABILITIES, AND SKILLS: Little or no experience is required. Knowledge of mowers and weed-eaters is beneficial.

Item Notes:

Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.

Supplier Notes: Pay Rate \$9.00 Mark-Up 55.5%

7 1 EΑ

GROUNDSKEEPER II: Duties are of heavy landscaping in nature and may include mowing, planting, mulching and creating retaining walls.

\$15.55

KNOWLEDGE, ABILITIES, AND SKILLS: Some experience on commercial mowers is required. Missouri Class E license required.

Item Notes:

Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.

Supplier Notes: Pay Rate \$10.00 Mark-Up 55.5%

8 EΑ 1

SPECIAL REQUEST EMPLOYEE: In the event that an individual has more experience or a special pay arrangement has been made.

Item Notes:

Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.

Supplier Notes: Once we know what the specifics of the special request position entail we would be happy to determine and submit the Pay Rate/Mark-Up/ and Bill rate for the postion. Currently, the City of Columbia has an Express associate (Patty Hampton) working under such an agreement. Her Pay Rate/Bill Rate/ Mark-Up is \$12.12/\$16.88/39.25%



TEMPORARY EMPLOYMENT SERVICES ATTN: Melissa Pasley PROCUREMENT OFFICER BID # 145/2015 ADDENDUM

. 07-07-15 A 10:38 RCVD

OPTIVIEW

CITY OF COLUMBIA REQUEST FOR QUOTATION

TEMPORARY EMPLOYMENT SERVICES

RFQ# 121/2015

FOR THE CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION

CALE TURNER

PURCHASING AGENT

701 E. BROADWAY, 5TH FLOOR

COLUMBIA, MO 65201

MELISSA PASLEY SENIOR PROCUREMENT OFFICER (573) 817-5005

REQUEST FOR QUOTATION # 121/2015 CLOSING DATE: 2:00 PM, CST, JUNE 24, 2015

1. INTRODUCTION:

1.1 PURPOSE:

The City of Columbia, "City," seeks bids from qualified bidders to provide temporary employment services for various departments across the City.

1.2 DUE DATE FOR BIDS:

Bids may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website at

http://www.gocolumbiamo.com/Finance/purhome.php. No faxed or emailed bids will be accepted. Sealed bids must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Bids received after the appointed time will be determined non-responsive and will not be opened. The bids must be in sealed envelopes and marked in bold letters "RFQ 121/2015."

1.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR QUOTATION:

All questions concerning the RFQ and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Melissa Pasley, Senior Procurement Officer

Phone: (573) 817-5005 Fax: (573) 874-7762

E-mail: mapasley@GoColumbiaMO.com

Any oral responses to any question shall be unofficial and not binding on the City. An addendum to the RFQ providing the City's official response(s) will be issued if necessary to all known prospective bidders. Questions must be submitted no later than 5:00 p.m. on June 12, 2015.

2. GENERAL REQUIREMENTS:

- 2.1 PURCHASE ORDERS: Separate purchase orders will be issued for departments requesting services. The successful bidder shall submit monthly invoices (one per purchase order or department) showing the appropriate purchase order number and department for the services rendered under this contract. Invoices must be submitted to: Finance Accounts Payable, P.O. Box 7236, Columbia, MO 65205.
- 2.2 TERM AND SUPPLY CONTRACT CONDITIONS: Term and Supply Contract for furnishing City of Columbia with Temporary Employment Services, as needed and as requested, from date of award through June 30, 2016.

- 2.3 RENEWAL OPTIONS: The contract is subject to renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, past vendor service, etc.
- 2.4 INSURANCE REQUIREMENTS: Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.
 - b. Commercial General Liability. Contractor shall maintain Commercial General
 Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000
 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor
 limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - c. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - d. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

- f. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- g. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.
- h. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

2.5 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.6 CERTIFICATE OF INSURANCE REQUIREMENT ACKNOWLEDGEMENT: The City of Columbia's insurance requirements are listed in section 2.5 of this Request for Quotation. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.

3. SCOPE OF WORK:

- 3.1 The contractor shall provide individuals on an as needed basis to perform the requested services/duties, in accordance with the job descriptions listed below:
 - Office Clerk: Unskilled worker, duties are of a general, clerical nature and may consist of answering phones, making appointments, filing, typing, and computer data entry. Little to no experience is needed and assignments are reviewed upon completion or through procedural arrangements within the department.

Knowledge, Abilities and Skills: Some knowledge of office practices and procedures. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical tasks and readily adhere to prescribed routines.

 Office Assistant: Level 1 office, some previous experience in customer service or office setting. Duties may consist of everything under Office Clerk in addition to record keeping, operating office machines, and handling money.

Knowledge, Abilities and Skills: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices. Skilled in the application of modern office techniques and practices, and in the use and care of pertinent office machines and equipment. Must have 4 months – 1 year office experience and have the ability to type 30-40 words per minute.

 Administrative Assistant: Requires responsible, independent, complex and highly specialized clerical work. Someone in this position would possess years of office/clerical experience. Duties may consist of everything under Office Assistant in addition to answering multi-line phones and assisting supervisor or others with tasks as needed.

Knowledge, Abilities, and Skills: Knowledge of the procedures, duties and responsibilities of the unit of operation to which assigned. Knowledge of modern office practices and procedures. Ability to perform complex clerical work with minimum supervision, maintain complex records and prepare reports, type 45+ words per minute.

• Laborer: Unskilled, duties are of a general laboring nature and may consist of using hand and power tools, removing trash and debris, moving equipment and operating signs.

<u>Knowledge</u>, <u>Abilities</u>, <u>and Skills</u>: Some knowledge of use of hand and power tools. Ability to understand and follow oral and written instructions. Ability to learn assigned tasks and readily adhere to prescribed routines and work in all terrain and in all types of weather.

Facilities Maintenance: Duties are of a general maintenance nature and
may consist of custodial duties in the care, cleaning and maintenance of
City buildings/structures and vehicles. Duties may also include the use of
hand and power tools, and some metal work such as grinding, sanding and
painting. May include operating small/medium sized equipment and
driving a vehicle.

Knowledge, Abilities, and Skills: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices.

 Groundskeeper: Duties are of light landscaping in nature and may include mowing or weed-eating and litter clean up.

Knowledge, Abilities, and Skills: Little or no experience is required. Knowledge of mowers and weed-eaters is beneficial.

• **Groundskeeper II:** Duties are of heavy landscaping in nature and may include mowing, planting, mulching and creating retaining walls.

<u>Knowledge</u>, <u>Abilities and Skills</u>: Some experience on commercial mowers required. Missouri Class E license required.

*All positions are eligible for "special request" in the event that an individual has more experience or if a special pay arrangement has been made. Must receive prior approval by City Department and Purchasing, and must be noted on agreement.

3.2 SPECIAL CONDITIONS:

 Any personnel working on job assignments under this contract have the right to apply for open positions within the City. No penalties or fees will be assessed against the person(s) and/or the City.

- Contractor will be responsible for having background checks and drug tests done on any personnel working on job assignments under this contract.
- If requested, contractor is required to provide resumes and/or applications of personnel at the time of the request for services.
- It is the intention of the City of Columbia to award this contract to a primary vendor and a secondary vendor due to the volume of employees that may be needed at one time.

4. BIDDER'S INSTRUCTIONS/EVALUATION AND AWARD

Bidders are encouraged to use the electronic bid system for submitting bids and must complete all required fields. No fax or e-mail responses will be accepted. If you choose to submit manually (hard paper copy), print this RFQ in its entirety, complete and submit to City of Columbia, Purchasing, 701 E Broadway, 5th Floor, Columbia, MO 65201, by the bid closing date and time. Bids must be in sealed envelope and have the bid number and description clearly labeled on the outside of the envelope.

Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia.

- 4.1 W-9 SUBMISSION: Bidder shall submit a current W-9 using any of the following methods:
 - Uploading and attaching to bid response
 - E-mailing the W-9 to the buyer named above
 - Mailing to the City of Columbia, Purchasing Division, 701 E Broadway, 5th Floor, Columbia, MO 65201.
- 4.2 Bidders shall complete Exhibit A (W-9 form) and Exhibit B (Work Authorization Affidavit), and submit these documents with their bid response.
- 5. PRICING: Bidder shall submit pricing for each category listed below. Hourly wage rate is the rate that bidder will pay the temporary worker per hour, Mark up Rate is the rate that bidder charges over the hourly wage rate, and Bill Rate to City is the full amount that the City will pay per hour for the temporary employee.

Item No.	Description	Hourly Wage Rate	Mark up Rate	Bill Rate to City
1	Office Clerk			
2	Office Assistant			

3	Administrative Assistant		
4	Laborer		
5	Facilities Maintenance		
6	Groundskeeper		
7	Groundskeeper		
SR	Special Request Employees		

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Instructions and General Conditions of Bidding. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the City of Columbia or when a Notice of Award is signed and issued by the City of Columbia, a binding contract shall exist between the bidder and the City of Columbia

BIDDERS SIGNATURE:	Firm:
	Representative:
	Title:
	Address:
	Phone:
	Date:

CITY OF COLUMBIA, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530 RSMo (FOR ALL BIDS IN EXCESS OF \$5,000.00) Effective 1/1/2009

County of)	c
State of)	J.
My name is	I am an authorized agent of
(Bidder). This bu	usiness is enrolled and participates in a federal work authorization
program for all employees worki	ng in connection with services provided to the City of Columbia.
This business does not knowingly	y employ any person who is an unauthorized alien in connection
with the services being provided	. Documentation of participation in a federal work
authorization program is attac	hed to this affidavit.
Furthermore, all subcont	ractors working on this contract shall affirmatively state in writing
in their contracts that they are no	ot in violation of Section 285.530.1 RSMo and shall not thereafter
be in violation. Alternatively, a su	ubcontractor may submit a sworn affidavit under penalty of
perjury that all employees are lav	wfully present in the United States.
	Affiant
	Printed Name
Subscribed and sworn to before r	ne this day of, 20
	Notary Public

City of Columbia Purchasing

3id Info	ormation		Contact Informati	on	Ship to Information
Bid Owne	r Melis Office	sa Pasley Procurement	Address		Address
Email Phone Fax Bid Numb Title Bid Type Issue Date Close Date	mapa (573) er 121/2 Temp RFQ- e 06/01	sley@gocolumbiamo.com 8175005 015 orary Employment Services F	Contact Department Building Floor/Room Telephone Fax Email		Contact Department Building Floor/Room Telephone Fax Email
Supplie	er Information	า		Supplier Notes	
Compa	ny Name It Name				
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COMPI JUBMI COMPI CLOSII	LETE ALL RI T MANUALL LETE AND S NG DATE AN	EQUIRED FIELDS. NC Y,(hard paper copy) PI SUBMIT TO PURCHAS	PFAX OR E-MAIL RE RINT THE "INVITATI ING, 701 E. BROAD BE IN A SEALED EN	SPONSES WILL BE ON" LISTED UNDEF WAY, 5TH FLOOR, I IVELOPE AND HAV	UBMITTING BIDS AND MUST E ACCEPTED. IF YOU CHOOSE TO R "DOCUMENTS" IN ITS ENTIRETY, COLUMBIA MO 65201, UNTIL THE BID E THE BID NUMBER AND
Bid Act	ivities				
Date		Name	Description		
6/12/201	5 5:00:00 PM	Deadline for Questions	Questions will after this date.	be accepted until date an	d time specified. No questions will be accepted
Bid Me	ssages				
Bid Atts	 achments				
		ts are associated with this o	nodunity and will need to	he retrieved senarately	
Line	Filename	Descri		be retileved separately	
Header		ditions of Ebidding -			
Header		quirements - City of			

Bid	Attributes		
Plea	ase review the following and respond where necess	ary	
#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	(Required)
2	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	(Required)
3	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Temporary Employment Services, as needed and as requested, from date of award through June 30, 2016. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	(Required)
4	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	(Required)
5	Contract Administration Contact	Provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. Name/Job Title/Phone/Fax/Email	(Required)
6	Minimum Days Notice	Indicate time required to provide personnel after request is received.	(Required)
7	Unsatisfactory Performance	Indicate your policy should the personnel provided perform unsatisfactorily.	(Required)
8	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED	(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply.	(Required)

9	Payment Terms	Indicate Payment Terms:	(Required)
10	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	(Optional)
11	W-9 Submission	Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205.	(Optional)
12	Evaluation and Award	Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia.	(Required)
13	Before and After Hours Services	Provide details on how to request before and after hours services if provided.	(Required)
14	Request Services	Provide information as to how the City of Columbia shall request services. What information is needed?	(Required)

	Qty	UON	M Description	Response		
	1	EA	OFFICE CLERK: Unskilled worker, duties are of a general, clerical nature and may consist of answering phones, making appointments, filing, typing, and computer data entry. Little to no experience is needed and assignments are reviewed upon completion or through procedural arrangements within the department.	\$		
			KNOWLEDGE, ABILITIES AND SKILLS: Some knowledge of office practices and procedures. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical tasks and readily adhere to prescribed routines.			
	Manuf	acturer:	Manufacturer #:			
	Item N		idder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wag lark up rate in the supplier notes.	ge rate and		
	Suppli	er Notes				
-	1	EA	OFFICE ASSISTANT: Level 1 office, some previous experience in customer service or office setting. Duties may consist of everything under Office Clerk in addition to record keeping, operating office machines, and handling money.	\$		
			KNOWLEDGE, ABILITIES AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices. Skilled in the application of modern office techniques and practices, and in the use and care of pertinent office machines and equipment. Must have 4 months - 1 year office experience and have the ability to type 30-40 words per minute.			
	Manufa	acturer:	Manufacturer #:			
	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate and mark up rate in the supplier notes.					
	Supplier Notes:					
		4407000-2				
	1	EA	ADMINISTRATIVE ASSISTANT: Requires responsible, independent, complex and highly specialized clerical work. Individuals in this position shall possess 2+ years of office/clerical experience. Duties may consist of everything under Office Assistant in addition to answering multi-line phones and assisting supervisor or others with tasks as needed.	\$		
			KNOWLEDGE, ABILITIES, AND SKILLS: Knowledge of the procedures, duties and responsibilities of the unit of operation to which assigned. Knowledge of modern office practices and procedures. Ability to perform complex clerical work with minimum supervision, maintain complex records, prepare reports, and type 45+ words per minute.			
	Manufa	acturer:	Manufacturer #:			
	Item N	Item Notes: Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wag mark up rate in the supplier notes.				
	Supplie	er Notes	:			

4	1 EA	A LABORER: Unskilled, duties are of a general laboring nature and may consist of using hand and power tools, removing trash and debris, moving equipment and operating signs.	
		KNOWLEDGE, ABILITIES, AND SKILLS: Some knowledge of use of hand and power tools. Ability to understand and follow oral and written instructions, and to learn assigned tasks and readily adhere to prescribed routines.	
	Manufacture	er: Manufacturer #:	
	Item Notes:	Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate mark up rate in the supplier notes.	and
	Supplier Not	ites:	
5	1 EA	FACILITIES MAINTENANCE: Duties are of a general maintenance nature and may consist of custodial duties in the care, cleaning and maintenance of City buildings/structures and \$ vehicles. Duties may also include the use of hand and power tools, and some metal work such as grinding, sanding and painting. May include operating small/medium sized equipment and driving a vehicle.	
		KNOWLEDGE, ABILITIES, AND SKILLS: Ability to work independently and carry out assignments to completion with minimum instructions. Ability to adhere to prescribed routines and practices.	
	Manufacture	er: Manufacturer #:	
		Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate mark up rate in the supplier notes.	and
	Supplier Not	tes:	
6	1 EA	GROUNDSKEEPER: Duties are of light landscaping in nature and may include mowing or weed-eating and litter clean up. \$	
		KNOWLEDGE, ABILITIES, AND SKILLS: Little or no experience is required. Knowledge of mowers and weed-eaters is beneficial.	
	Manufacture	er: Manufacturer #:	
		Bidder shall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly wage rate mark up rate in the supplier notes.	and
	Supplier Note	tes:	
			Commission commission

7	1	EA	GROUNDSKEEPER II: Duties are of heavy landscaping in nature and may include mowing, planting, mulching and creating retaining walls.	\$
			KNOWLEDGE, ABILITIES, AND SKILLS: Some experience on commercial mowers is required. Missouri Class E license required.	
	Manufac	turer: M	// Manufacturer #:	
	Item Not		hall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly way rate in the supplier notes.	ge rate and
	Supplier	Notes:		overes. An overesteen communication of a communication of a
8	1	EA	SPECIAL REQUEST EMPLOYEE: In the event that an individual has more experience or a special pay arrangement has been made.	\$
	Manufac	turer: M	lanufacturer #:	
	Item Note		hall include the total bill rate to the City for employee in the bid amount. Indicate the Hourly way rate in the supplier notes.	ge rate and
	Supplier	Notes:		



CITY OF COLUMBIA, MISSOURI RFQ Formal/Informal Bids

FINANCE DEPARTMENT PURCHASING DIVISION

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The following terms and conditions, unless otherwise modified by the City of Columbia within this document, shall govern the submission of bids and subsequent contracts. The City of Columbia reserves the right to reject any bid that takes exception to these conditions.

Definitions as used herein:

- a. The term "bid" means a solicitation of a formal or informal, sealed offer.
- b. The term "bidder" means the person, firm or corporation who submits a formal sealed bid.
- c. The term "City" means City of Columbia, MO.
- d. The term "City Council" means the governing body of the City of Columbia, MO.
- e. The term "contractor" means the bidder awarded a contract under this bid document.
- 1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
 - Submission of Hard Copy Paper Bids: Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
 - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
- Purchase Orders: Purchase orders resulting from this bid will be issued to the company signing and submitting this bid form. The invoice must be submitted by the company shown on the purchase order.
- Specifications: Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
- 4. Item Descriptions: Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
- 5. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

- 6. **Taxes:** Bidder shall not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the City is exempt from them by law. A <u>tax</u> exemption letter will be furnished if required.
- 7. **Delivery:** The delivery date(s) or when work will start, if requested, shall be stated in definite terms, as they will be taken into consideration in making the award. The City of Columbia reserves the right to cancel all or part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the City Purchasing Agent.
- 8. **Freight:** All bids shall be submitted FOB Destination, Columbia, Missouri. Unit prices shall include all applicable freight and handling charges.
- 9. **Default:** In case of any default by the bidder, the City of Columbia may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Purchasing Division shall have the right to remove any bidder who defaults on any contract with the City from all bidders' lists.
- 10. **Pricing:** Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
- 11. **Payments:** Partial payment for delivered items or quantities of a bid may be made by the City of Columbia except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished, and the City Purchasing Agent.
- 12. Addenda: The Purchasing Agent, in the form of a written Addendum, will issue all changes, additions and/or clarifications in connection with this bid. Bidder shall review and return the signature sheet of any and all such addendum issued for said In the event multiple copies of the bid are requested, equal number of addendum shall be included. In the event an addendum is not submitted with the bid by the time of bid closing, the Purchasing Agent shall make a determination as to whether or not submission of the addendum(s) may be waived as technicality or not. In general, any addendum which significantly alters the scope of work, terms of the contract or which revises any pricing information may not be waived. In the case of an addendum not submitted with the bid, which cannot be waived, the bid will be found non-responsive and will not be evaluated. Addendums that are informational in nature only and do not alter scope of work, contract terms or pricing may be agreed upon after bid opening and returned by bidder, signed, prior to contract award. It shall be the sole discretion of the Buyer of Record and the Purchasing Agent to make this determination.
- 13. Receipt and Opening of Advertised Sealed Bids: The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening.
 - a. It is the bidder's sole responsibility to ensure that a bid is successfully submitted with the Purchasing Division prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Purchasing Division for a period of time established by regulation or statutes after the award is made, and are available for inspection at any time during regular working hours.

- Withdrawal of Bids: Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Purchasing Agent after the bid opening, the Purchasing Agent has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Purchasing Agent will proceed in the following manner:
 - a. Clerical Mistakes: Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Purchasing Agent after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. Withdrawal: Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. Changes in pricing, terms or conditions will not be permitted after the deadline for receipt of bids.
- 14. **Rebidding:** The Purchasing Agent reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised 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 returned unopened to the offeror for re-submittal at the new date and time of bid closing.
- 15. **Bid Response:** The City is interested in doing business with your firm. In the event you are unable to quote on this requirement, please submit a "no bid response" which will indicate your desire to remain on the City's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
- Bid Acceptance: A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected. Unless otherwise indicated, sixty (60) days prevail. In the event bid evaluation and award are projected to exceed sixty (60) days, the Purchasing Agent may request bidder to extend bid acceptance time for a reasonable period of time in order to make award.
- 17. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standards (OSHA) published in the Federal Register or other nationally recognized certifying body.
- 18. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the City.
- 19. **Variation in Quantity:** No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
- 20. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
- 21. **Discounts:** Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the City, whichever is later. For discount purposes, payment is made when the check is mailed.

- 22. **Patents:** The successful bidder shall defend, indemnify and save harmless, the City of Columbia, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.
- 23. Hold Harmless Agreement: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
- Contract Changes: The Purchasing Agent may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the Purchasing Agent, if he or she decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- Disputes: If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the City Department responsible for the administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Purchasing Agent with advice of the City Counselor, shall resolve the dispute and send a written copy of his decision to the Contractor and the responsible City Department.
- Termination for Default: The Purchasing Agent may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocuring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the good or services provided under the contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
- 27. **Termination for Convenience:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

- 28. **Term & Supply Contract Defined:** A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies, materials and equipment agrees to furnish all of the needs of the various departments of the City for the articles, commodities, supplies, materials and equipment set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the City, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the City will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
- 29. **Estimated Quantities:** The estimated quantities indicated in this Request for Quotation represent anticipated requirements only and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.
- 30. **Fund Allocation:** Continuance of any resulting agreement, contract or issuance of purchase orders after September 30 of the current calendar year is contingent upon the allocation of City funds for the next proceeding fiscal year, (10/1-9/30).
- 31. **Conflict of Interest**: No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
 - **OFFICIALS NOT TO BENEFIT:** No regular employee or elected or appointed member of the City Government shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 32. **Hazardous Material:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
- 33. **Domestic Products:** Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.
- 34. **Debarment and Suspension:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

- 35. Americans with Disabilities Act: The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this contract involves the contractor providing services directly to the public, the successful contractor shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35 and suspension.
- 36. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 37. **DBE Firms:** It is the policy of the City of Columbia that businesses owned by socially and economically disadvantaged individuals are encouraged to participate in bidding and performance of City contracts. Consequently, the requirements of 49 CFR Part 26 (as amended) and the City's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds. If federal funds are involved in this contract they shall be so identified in the Notice to Bidders.
- 38. **Business License Requirements:** Unless exempted by City ordinance, any company awarded a contract with the City, who operates an office(s) within the City limits of Columbia, will be required to obtain a business license.

INSURANCE REQUIREMENTS

<u>CONTRACTORS INSURANCE</u>: The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

A. WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract Employers Liability and Workers Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- B. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - (1) Premises and Operations
 - (2) Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract. Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

\$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)

\$2,000,000 Aggregate for Products/Completed Operations

\$2,000,000 Personal Injury/Advertising Injury

\$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

<u>Primary Coverage</u> The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

C. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

- D. <u>UMBRELLA EXCESS LIABILITY:</u> The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the umbrella excess limits should be \$2,000,000 per occurrence/\$2,000,000 aggregate.
- E. <u>WAIVER OF SUBROGATION</u>: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- F. CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- G. <u>SUBCONTRACTORS</u>: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsementS added.
- H. HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

8th

day of

December

20 15

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 Sheriff's Department to cover the purchase of gas regulators and high pressure gas meter for the existing and new water heaters.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency & Contingency	Emergency	6,039	
1256	92200	Sheriff FM/HK	Repl. Buildings & Improvements		6,039
_					

Done this 8th day of December, 2015.

ATTEST:

Wendy Sl Noren

Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

11/12/15 EFFECTIVE DATE

FOR AUDITORS USE

(Use whole	\$ amounts)
Transfer From	Transfer To
m	4

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1123	86800	Emergency & Contingency	Emergency	6,039	
1256	92200	Sheriff FM/HK	Repl. Buildings and Improvements		6,039
		_			
				-	
					_
		<u> </u>			
					······································
_					
	L			6,039	6,039

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):
Gas regulators and high pressure gas meter for the existing and new water heaters.
Description of the Description of the Market Control of the CATTO AND

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

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- $\ \square$ A schedule of previously processed Budget Revisions/Amendments is attached
- ☐ Unencumbered funds are available for this budget revision.
 ☐ Comments: Amend #3 Gas Regulator

9. Louis Crum Corporation

Mechanical Contractor Since 1924

1312 Creasy Springs Road Columbia, Missouri 65202 (573) 443-2488

Boone County Commission

Boone County Jail

DATE: November 6, 2015

RE:

Gas Modifications for new meter

Heating Air Conditioning Plumbing

Commercial Refrigeration

FAX: (573) 443-3469

ATTN: Melinda Bobbitt

PROPOSAL

We purpose to furnish labor and material to furnish and install new gas regulators (utilizing vent limiters in lieu of vent piping); piping and accessories; and adjust the gas served appliances in the building to accommodate the new high pressure gas meter that Ameren is installing. This includes re routing the kitchen gas supply pipe into the mechanical room where the regulator for the kitchen will be remotely located.

Consisting of:

1- 3- 2- 20- 5- 1- 2- 2- 4-	Water Heat Boiler Regu 1 ¼" Sch. 4 1 ¼" Sch. 90 1 ¼" 150# № 1 ¼" 150# № 1 ¼" Sch. 4	oliance Regulator er Regulators @183.60/ea. lators @ \$472.50ea. 0 Blk pipe @ \$1.95 0 Ells @5.36 //I Cap unions @ \$15.83 0 Nipple @ \$4.65 ' MI Reducer @ \$7.30	81.00 550.80 945.00 39.00 26.80 2.88 31.66 9.30 29.20
	Material Su	ıbtotal	\$1,715.64
	Operating a	and Profit @ 15%	<u>257.35</u>
	MATERIAL		\$1,972.99
	LABOR	32.00 hours @ \$84.00/hour	_2,688.00
	TOT	AL	\$4,660,99

Please let me know of any questions.

STEVE W. SHUFELBERGER

Leasa Quick - Fwd: FW: Boone County Jail

From:

Gary German

To:

Leasa Quick

Date:

11/12/2015 12:51 PM

Subject: Fwd: FW: Boone County Jail

fyi--Ameren quote at the bottom.

>>> Gary German 11/12/2015 12:31 PM >>> Melinda,

Below is the quote for Ameren meter replacement. Like we talked about I would like the Commission to review the Ameren meter replacement (\$1,377.50), the "Elevated Delivery Pressure Request Form" and the quote from Central Mo Plumbing (\$4,660.99).

Gary

		**	()•	C
Captain Gary German	+ 1			•
North District Commander				
Boone County Sheriff's Dept.			0.	С
2121 County Drive			U.	U
Columbia, MO 65202		1,377	'•5∩∩	4
573-875-1111 ph#		4,660		+
573-874-8953 fax#		6,038		•
ggerman@boonecountymo.org		3,030	430	чт

>>> Bob Schwartz 11/12/2015 12:07 PM >>>

>>> "Steve Shufelberger" <sshufelberger@centralmoplumbing.com> 10/23/2015 8:45 AM >>> Bob,

Attached is the quote from Ameren UE to replace the existing meter with a 2 PSI meter. It appears to be a onetime charge of \$1,377.50.

I will forward any end user documentation forms required to make changes to your gas service.

Ameren will have a tech there today to evaluate the existing meter for fluctuations and see if it is possible to squeeze out another 1" WC.

If the new 2 PSI meter is installed, we will have to change the regulators on the following gas appliances:

- 1. Boilers (2)
- 2. Water Heaters (3)
- 3. Kitchen cooking appliances (1 exploring installing one regulator on the distribution pipe servicing the kitchen).

A quick, ball park budget for replacing the regulators and venting to accommodate the higher pressures is \$5,000.00.

Thanks.

Steve Shufelberger Central MO Plumbing, LLC 1312 Creasy Springs Road Columbia, MO 65202 Ph: 573-893-2626 Fax: 573-443-3469

From: Warren, Chad A [mailto:CWarren@ameren.com]

Sent: Thursday, October 22, 2015 5:35 PM

To: Steve Shufelberger

Subject: Re: Boone County Jail

Steve,

There is a one time charge for elevated delivery pressure of \$1377.50. I would need to get a form signed to get the order going.

The only thing we can do at the existing meter set is put a gauge on it to make sure we aren't seeing more than acceptable pressure drop across the meter. If it is not functioning properly, we could see about changing it out also. I would think this is unlikely as we check these rotary meters quite often for compliance reasons.

I will see what serviceman availability is tomorrow and try to get the form sent to you or whoever will be accepting charges.

Thank you, Chad

On Oct 22, 2015, at 2:41 PM, Steve Shufelberger <centralmoplumbing@centralmoplumbing.com> wrote:

Chad,

The jail maintenance manager, Bob Schwarz indicated that they would like to explore the costs involved in changing the regulator servicing the building to a 2PSI setup. We will evaluate what units need t be regulated in the building as a result of this change.

Can you calculate any costs and/or fees you will have to Boone County and forward it to me?

The existing system connected load is approximately 6,670 CFH with a 4" line I'm told that it is on the upper limits of what a low pressure system can deliver.

We measured approximately 8" W.C at one water heater, however it is dropping almost 1" under

Bought in 2007

load of the second water heater. Our project includes replacing a third water heater which has been disconnected and not in service for quite some time, so once it is added the drop will be greater. However, my tech seems to feel that an additional 1" W.C will resolve the issue. Is there any further adjustment on the existing regulator that can be made to accomplish this?

This must be resolved in order to startup the third water heater. Currently all water heaters are prone to kicking out on trouble codes that are pressure related.

Thanks.

Steve Shufelberger Central MO Plumbing, LLC 1312 Creasy Springs Road Columbia, MO 65202 Ph: 573-893-2626

Fax: 573-443-3469

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No virus found in this message. Checked by AVG - www.avg.com

Version: 2014.0.4830 / Virus Database: 4447/10873 - Release Date: 10/22/15

2015 Emergency Fund 1123-86800

		DEPT.		ORIGINAL	AMOUNT	REMAINING	
DATE	DEPARTMENT	<u>NO.</u>	ACCOUNT	BUDGET	USED	BUDGET	DESCRIPTION
1/1/2015	Original budget			775,000		775,000	Original budget
1/26/2015	Sheriff	1251	91300 New Equipment		(9,600)	765,400	Increase Expenses to match grant revenue
1/26/2015	Sheriff	1251	23860 Vehicle Equipment <\$1000		(5,853)	759,547	Increase Expenses to match grant revenue
2/24/2015 6/26/2015	Insurance Claim Activity Sheriff/Corr Bldg HK/Maint	1195 1256	Multiple 92200 Repl Buildings & Improv		(55,531) (29,420)	704,016 674,596	Cover claims on two replacement Sheriff vehicles Replace 2 water heaters in Jail
7/9/2015 9/22/2015	Sheriff/Corr Bldg HK/Maint Sheriff/Corr Bldg HK/Maint	1256	92300 Replc Mach & Equip		(4,797)	669,799	Replace dryer at jail
10/15/2015	Public Administrator	1256 1200	92200 Repl Buildings & Improv 10400 Workers Comp		(3,381) (8,338)	666,418 658,080	Add expansion tank for 2 water heaters in Jail Cover expenses due to comp code change
10/27/2015 11/30/2015	Victim Witness Sheriff/Corr Bldg HK/Maint	1262 1256	Multiple class 8 92200 Repl Buildings & Improv		(11,000) (6,039)	647,080 641,041 641,041 641,041 641,041 641,041	Cover expenses related to homicide cases Add gas regulators and high pressure gas meter
			Total	775,000	(133,959)	641,041	

TATE OF MISSOURI ea.

December Session of the October Adjourned

8th

Term. 20 15

County of Boone

one ea.

In the County Commission of said county, on the

day of

December

15

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 Sheriff's Department to establish a budget for the use of the Internet Crimes Against Children Task Force sub-grant and receipt of funds as restitution court costs.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1253	23850	Cyber Crimes Task Force	Minor Equipment & Tools		3,180
1253	23050	Cyber Crimes Task Force	Other Supplies		300
1253	37200	Cyber Crimes Task Force	Training/Schools		5,000
1253	37220	Cyber Crimes Task Force	Travel		500
1253	37230	Cyber Crimes Task Force	Meals/Lodging		1,500
1253	3411	Cyber Crimes Task Force	Federal Grant Reimbursement		10,000
1253	3540	Cyber Crimes Task Force	Defendant Court Cost/Recoup		480

Done this 8th day of December, 2015.

ATTEST:

Wendy \$./Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District 1 Commissioner

Jangt M. Thompson

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

11/19/15 EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

				Transfer From	Transfer To
Dept	Account	Fund/Dept Name	Account Name	Decrease	Increase
1253	23850	Cyber Crimes Task Force	Minor Equip & Tools		3,180
1253	23050	Cyber Crimes Task Force	Other Supplies	e	300
1253	37200	Cyber Crimes Task Force	Training/Schools Exp	10480	5,000
1253	37220	Cyber Crimes Task Force	Travel		500
1253	37230	Cyber Crimes Task Force	Meals/Lodging	<i>a</i> .	1,500
1253	3411	Cyber Crimes Task Force	Federal Grant Reimb Reg	30 480	10,000
1253	3540	Cyber Crimes Task Force	Defendant Court Cost/Recoup		480
				L	
			<u> </u>		
	_				
<u> </u>		<u> </u>	······································		20,960

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

To establish a budget for the	use of the Internet Crime	s Against Children	Task Force sub-grai	nt and to budget \$	480 received
as restitution court costs.					

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

NEWA schedule of previously processed Budget Revisions/Amendments is attached

Unencumbered funds are available for this budget revision. Budget Neutral Comments: MO ICAC Grant + Restitution

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

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 walved.

The Budget Amendment may not be approved prior to the Public Hearing



MISSOURI INTERNET CRIMES AGAINST CHILDREN TASK FORCE

101 Sheriff Dierker Court • O'Fallon, MO 63366 PHONE 636-949-3020, x4447, FAX 636-949-3009

November 06, 2015

Sheriff Dwayne Carey

2014-MC-FX-K043

Boone County Sheriff's Department 2121 County Drive Columbia, MO, 65202

I am pleased to inform you that per your request, your agency has been awarded a subgrant under the PROTECT Act through the MO ICAC Task Force.

The Boone County Sheriff's Department will receive funding in the amount of \$10,000.00 to cover the purchase of equipment or training.

By accepting the funds awarded, your agency agrees to comply with the following:

- 1. ICAC Investigative & Operational Standards and to complete all reporting requirements as dictated by the Office of Juvenile Justice & Delinquency Prevention (OJJDP).
- 2. Submit monthly statistics by the 10th of each month to MO ICAC.
- 3. Ensure that all full-time and part-time officers participating in your local cyber-crime task force have deconfliction accounts at ICAC COPS and the ICAC Data System.
- 4. Ensure that all full-time and part-time officers participating in your local cyber-crime task force complete the online courses dealing with the ICAC Investigative and Operational Standards.
- 5. Ensure that each agency participating in your local cyber-crime task force has a Letter of Agreement on file with MO ICAC. This is for all agencies in your local cyber-crime task force that you provide coverage/services to pursuant to a MOU or other grant funding regardless if that agency provides any manpower on a full-time or part-time basis.

You must have approval prior to purchasing. As a general rule it will be up to the agency to purchase the equipment following your agency's purchasing policy and then send the request for reimbursement to the MO ICAC Task Force. Your agency will need to provide a copy of your purchasing policy for our files. Other arrangements may be made if your agency is unable to initially purchase the equipment. All awarded funds must be expended by June 30, 2016 with all invoices submitted by July 11, 2016.

All equipment will need to be tagged so that it can be inventoried. Tags will be sent for your agency to affix to the items. The inventoried items will be verified during on site visits by the MO ICAC staff. If the items are permanently taken out of service, it will be up to the agency to notify MO ICAC to obtain instructions on the disposition of the item.

MAINSCR BOONE Receipt Online - View Only BCPUBLIC 09:54:01 11/18/15 Receipt Number 2015 3694 Finalized Y Receipt Date 11/10/2015 Entered by TRNATHAN Received From Receipt Type N STANDARD RECEIPT BOONE CIRCUIT CLERK Remarks Dept #/Name 1221 EOM OCT 2015 UNIFORM DISBURSEMENT RECORD CIRCUIT CLERK Receipt Total 104,318.02 Dept Account Amount Accrual 1253 3451 STATE REIMB-GRANT/PROGRAM/OTHR P 480.00 Dept INTERNET CRIMES TASK FORCE

Not final: Normal Void Added Final: Normal Void Added F2=Key Scr F3=Exit F8=View Image F11=Switch Line Mode F18=Notes

180,00 Eguip 30,00 Supplis

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

oone **j** ea.

In the County Commission of said county, on the

8th

day of

December

20 15

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 Sheriff's Department to budget the 2015 portion of the Cyber Crimes grant award covering June 1, 2015 through December 31, 2015.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1253	10100	Internet Crimes Task Force	Salary & Wages		56,846
1253	10200	Internet Crimes Task Force	FICA		4,349
1253	10300	Internet Crimes Task Force	Health Insurance		6,227
1253	10325	Internet Crimes Task Force	Disability		216
1253	10350	Internet Crimes Task Force	Life Insurance		56
1253	10375	Internet Crimes Task Force	Dental		584
1253	10400	Internet Crimes Task Force	W/C		1,922
1253	10500	Internet Crimes Task Force	401 A Match		350
1253	37000	Internet Crimes Task Force	Dues		100
1253	37210	Internet Crimes Task Force	Training/Schools		1,295
1253	37220	Internet Crimes Task Force	Travel		868
1253	37230	Internet Crimes Task Force	Meals/Lodging		1,651
1253	48002	Internet Crimes Task Force	Data Communications		285
1253	70050	Internet Crimes Task Force	Software Service Contract		8,436
1253	71100	Internet Crimes Task Force	Outside Services		984
1253	3451	Internet Crimes Task Force	State Reimbursement		84,169
	L				

Done this 8th day of December, 2015.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janez M. Thompson

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

11/1/15	
EFFECTIVE	

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To

Dept	Account	Fund/Dept Name	Account Name	Decrease		rease
1253	10100	Internet Crimes Task Force	Salary & Wages			56,846
1253	10200	Internet Crimes Task Force	FICA			4,349
1253	10300	Internet Crimes Task Force	Health Ins			6,227
1253_	10325	Internet Crimes Task Force	Disability			216
1253	10350	Internet Crimes Task Force	Life Ins			56
1253	10375	Internet Crimes Task Force	Dental	a		584
1253	10400	Internet Crimes Task Force	W/C	Exn: 84.169	T	1,922
1253	10500	Internet Crimes Task Force	401 A Match			350
1253	37000	Internet Crimes Task Force	Dues			100
1253	37210	Internet Crimes Task Force	Training/Schools		\mathcal{I}^-	1,295
1253	37220	Internet Crimes Task Force	Travel		T	868
1253	37230	Internet Crimes Task Force	Meals/Lodging		T^{-}	1,651
1253	48002	Internet Crimes Task Force	Data Communications		7	285
1253	70050	Internet Crimes Task Force	Software Service Cont		1	8,436
1253	71100	Internet Crimes Task Force	Outside Services	4	_	984
1253	3451	Internet Crimes Task Force	State Reimb Grant	Rev: 84 169	{	84,169
		_				
						168 338

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

To budget 2015	portion of C	yber Crimes	Grant award.
----------------	--------------	-------------	--------------

June 1, 2015 thru Dec 31, 2015

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

NG/A schedule of previously processed Budget Revisions/Amendments is attached /LAA fund-solvency schedule is attached.

☐ Comments:

Auditor's Office

RESIDING COMMISSIONER

ISTRICT I COMMISSIONER

DISTRICT II COMMISSIONEF

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
lays 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

	BEGINNING BALAN	ICE	2015	2016
CODY BOUNDS	\$	48,755.20	\$ 28,422.67	\$ 20,332.53
ANDY EVANS	\$	48,755.20	\$ 28,422.67	\$ 20,332.53
DENTAL	\$	999.96		\$ 416.65
FICA/MEDICARE	\$	7,459.55		\$ 3,110.88
LIFE	\$	96.20		\$ 40.08
DISABILITY	\$	370.54	\$ 216.01	\$ 154.53
MEDICAL	\$	10,674.04	\$ 6,226.52	\$ 4,447.52
PENSION/RETIREMENT	\$	650.00	\$ 350.00	\$ 300.00
WORK COMP	\$	3,217.84	\$ 1,921.37	\$ 1,296.47
Basic Computer Forensics Examiner Airfare	\$	500.00		\$ 500.00
Basic Computer Forensics Examiner Parking	\$	104.00		\$ 104.00
Basic Computer Forensics Examiner Baggage	\$	50.00		\$ 50.00
Basic Computer Forensics Examiner Fuel	\$	50.00		\$ 50.00
Basic Computer Forensics Examiner Lodging	\$	1,596.00		\$ 1,596.00
Basic Computer Forensics Examiner Meals	\$	390.00		\$ 390.00
Basic Computer Forensics Examiner Registration	\$	2,795.00		\$ 2,795.00
Basic Computer Forensics Examiner Rental Car	\$	500.00		\$ 500.00
Cellebrite Certified Logical Operator (CCLO online) Online fee	\$ 1.	1,295.00	\$ 1,295.00	\$ -
Freenet Investigator Training Lodging	\$	705,96	\$ 705.96	\$ -
Freenet Investigator Training Meals	- \$	352.00	\$ 352.00	\$ -
ICAC Online Ade 36 and 10 and	188	(44)0(6)0	500000	\$ -
ICAGOnline:Ads: Section (CAGOnline:Ads: Add Myser Argon (CARRING)		(6)	10(0)0	\$ -
(CAC DininterAds 2009)		(60,00	(alejiele)	\$ -
ICAC Online Ads		21:100	(Exploi	\$ -
ICAC Online Ads	\$ 3.75	417.36		\$ -
ICAC Online Ads Meals	\$ 2.5	175.00		\$ -
CAC Online Ads Rental Car		220F0		š -
Anti-Virus Software	\$	248.04		\$ 248.04
Domain Registration	\$	25.00	\$ 25.00	s -
Web Site Hosting (Sept to May)	\$	203.51		\$ -
Web Site Hosting (June to Aug)	. \$	36.00		\$ -
AccessData FifK License Renewal (2)		2/268/00		
Air Gard	8	487.20		\$ 203.00
IACIS: Membership fee		(0)0)(0)0		\$ -
Internet Service	\$	719.00		. . -
UFED Touch Ultimate Software Renewal (2)	8 7 7 7		\$ 6,197.98	
		-		1 4
	\$	141,031.58	\$ 84,164.35	\$ 56,867.23
			\$ Amount	Budget Amount
) Salaries & Wages		\$ 56,845.34	56,846
10200	FICA		\$ 4,348.67	4,349
	Health Insurance		\$ 4,348.67	6,227
10329	Disability		\$ 216.01	216
10350	Life Insurance		\$ 56.12	56
10375	Dental Insurance		\$ 583.31	584
10400	Workers Comp		\$ 1,921.37	1,922
10500	401A Match		\$ 350.00	350
37000) Dues		\$ 100000	100
	Training/Schools		\$ 1,295.00	1,295
) Travel		is to legación	868
27000			050.00	1 651

37230 Meals/Lodging
48002 Data Communications
70050 Software Service Contract

71100 Outside Services

\$ 1,650.321 \$ 284.20 \$ 48,435.98

\$ 983.51

1,651 285 8,436

984 84,169



P.O. Box 749 Jefferson City, Missouri 65102 Phone: (573) 751-4905

Program Area:	Catalog of Federal Domestic Assistance (CFDA) #:			
2016 State Cyber Crime Grant (SCCG) Progran	N/A			
Sub-recipient Name:				
Boone County, Cyber Task Force				
Project Title:				
Boone County Sherlff's Department Cyber Crie	mes Task Force	W		
Contract Period:	State Funds Awarded:	Contract Number:		
6/1/2015 to 5/31/2016	\$141,031.58	2016-SCCG-001		
Award is hereby made in the amount and for the period shown above to the above-mentioned Sub-recipient. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines. The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.				
Daniel Atwill	<u></u>			
Sub-recipient Authorized Official Name Sub-recipient Authorized Official Signature	9-15-15 Date	·		
Dwayne Carey				
Sub-recipient Project Director Name				
Sub-recipient Project Director Signature	$\frac{9-10-}{\text{Date}}$	-15		
This contract shall be in effect for the dura become available on the award date with the Public Safety and the signature of the Autl	the signed return of this form	to the Missouri Department of		
Control of the second of the s	06/01/2015			
Authorized Official, MO Department of Public	Safety Date			

TATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

8th

day of

December

15 20

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 Sheriff's Department to establish the FY2015 JAG budget.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2535	3411	FY15JAG	Justice Assistance Grant		38,139
2535	71250	FY15JAG	Fed Grant pymt to sub		22,884
2535	91300	FY15JAG	Machine & Equipment		15,256

Done this 8th day of December, 2015.

ATTEST:

Clerk of the County Commission

Presiding Commissioner

District I Commissioner

Janet M. Thompson

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

11/19/15 **EFFECTIVE DATE** FOR AUDITORS USE (Use whole \$ amounts) Transfer From **Transfer To Decrease** Dept **Fund/Dept Name Account Name** Increase Account 2535 3411 FY15 JAG Justice Assistance Grant 38,139 2535 71250 FY15 JAG Fed Grant pymt to sub 22,884 2535 91300 FY15 JAG Mach & Equipment 15,256 76,279 Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Establish FY15 JAG budget Requesting Official TO BE COMPLETED BY AUDITOR'S OFFICE NCNA schedule of previously processed Budget Revisions/Amendments is attached MA fund-solvency schedule is attached. Budget Newton Comments: Establish FY15 JAG budget Auditor's Office RESIDING COMMISSIONE

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

Department of Justice Office of Justice Programs Bureau of Justice Assistance	Grant	PAGE I OF 9		
1. RECIPIENT NAME AND ADDRESS (Including Zip Code)	4. AWARD NUMBER: 2015-DJ-BX-0784			
Boone County 801 Bast Walnut Columbia, MO 65201-7732	5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018			
	6. AWARD DATE 09/14/2015 7. ACTION			
2s. GRANTEE IRS/VENDOR NO. 436000350	8. SUPPLEMENT NUMBER 00	loitlal		
2b. GRANTEE DUNS NO.	9. PREVIOUS AWARD AMOUNT	\$ 0		
182739177 3. PROJECT TITLE	10. AMOUNT OF THIS AWARD	\$ 38,139		
Boone County & City of Columbia FY 2015 Byrne JAG Budget Assistanco Project	II. TOTAL AWARD	\$ 38,139		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITAGERS AS ARE SET FORTH ON THE ATTACHED PAGE(S). 13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq. 14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program 15. METHOD OF PAYMENT GPRS AGENCY APPROVAL IG. TYPED NAME AND TITLE OF APPROVING OFFICIAL Deniso O'Donnell Director Director Daniel Atwill Commissioner				
17. SIGNATURB OF APPROVING OFFICIAL ಪ್ರೋಳಸ್ಲಾಡ.	19. SIGNATURE OF AUTHORIZED RECIPIEN	T OFFICIAL 19A. DATE		
AGEN	CY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES 21, PDJUGT1186 FISCAL FUND BUD. DIV.				
YEAR CODE ACT, OFC, RBG, SUB, POMS AMOUN X B DJ 80 00 00 38139	Τ			

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE,

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

8th

day of

December

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Joan Berg in the amount of \$23,877.17, as recommended by the County Treasurer.

Done this 8th day of December, 2015

ATTEST:

Clerk of the County Commission

Presiding Commissioner

District I Commissioner

Janet M.Thompson

Commission Order:

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the 2015 tax sale surplus relating to Parcel 16-311-00-02-059.00:

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **Joan Berg. Joan Berg, by and through her attorney in fact, Christina Angeloff,** has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, a copy of the Deed recorded at Book 800, Page 85, Boone County Records, and other supporting documentation filed by are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to her office and made a part of the record before the Commission, is satisfied that **Joan Berg** was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of \$23,877.17 and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Joan Berg** in the amount of \$23,877.17 via check payable to **Joan Berg** in that amount.

9	(
Done this8Th day of \triangle	reember, 2015.
	Daniel K. Atwill
	Presidjng Commissioner
ATTEST:	Tan B Shiller
,	Karen/M. Miller
$(1) \cap (1)$	District I Commissioner
Wendy S. Novew	
Wendy S Noren	
Clerk of the County Commission	(Mul)NV N
Clerk of the County Commission	
	/ Janet/M. Thompson
	District II Commissioner



Office of the Boone County Treasurer

Boone County Government Center 801 E. Walnut RM 205 Columbia, MO 65201-7798 Telephone 573-886-4369 Fax 573-886-4369

SURPLUS CLAIM NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, JOAN BERG CHRISTING ANGLUGE POR shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of sessible to resulting from the tax certificate sale conducted by the Boone County Collector on August 24, 2015. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

Claiming surplus does not waive legal right of property redemption within statutory limits
The Boone County Treasurer processes surplus claims without charge
Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved

Property:

Parcel # 16-311-00-02-059.00 Section 1 Township 48 Range 13 105 W Texas Ave L8 B6 Parkade Hills SD #2 as shown in Plat Book/Page 05/45

The claim may not be approved as submitted, and additional information might be requested

	,	
Current mailing address:		
4403 S. WOODY WAY		
Street		Apt #
LITTLETON	Co	80126
City	State	Zip
Social Security Number 479-42-857(e	Driver's License/Stat	e ID Number <u>RO 15-156-12</u> 98
Daytime Telephone Number(s) 720 - 700 7	8008	
EM Auge 1888	•	10-12-15
Signature 35# 48094-4451 DC	94-237-0	12C Date
State ofOlondo		
County of Manager		
On this <u>12</u> day of <u>OUO DEY</u> in the personally appeared <u>CURISTINA M ANGELOFF AT PUR</u> whose name(s) is/are subscribed to the within instrument	A for Journ Bera and acknowledged th	at he/she/they executed the named for the
purposes therein contained. In witness whereof, I hereunto	set my hand and offici	a seal / Lange of the seal
Debug forms to December Transmission Office Cod 5 W.		NO 57201

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201. YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).

Once paperwork is received and verified a check will be issued and mailed to address above.

KATHRYN LEIGH KILPATRICK NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20144046528 MY COMMISSION EXPIRES 12/08/2018 HA ENSCR NOUNE

Tax Excess Online Main Screen

TRCHRISTY 12:23:32

Record #: 723

Owner: BERG JOAN Purchaser: CONSTANCE NIEDERHELMAN Date: 8/24/2015 Sale Amount: 27,000.00 Tax & Cost Amount:

.00 Over Amount: 3,122.83 Special Assmt: 23,877.17 Receipt #: or Journal Entry #: Paid Date: Paid Amount: .00 or Journal Entry #: Check Number: Explanation:

F1=Add Record F2=Key Screen F3=Exit F4=Delete

MEDICAL DURABLE POWER OF ATTORNEY FOR HEALTHCARE DECISIONS

I. APPOINTMENT OF AGENT AND	II. WHEN AGENT'S POWERS BEGIN
I, JOAN MARIE BERG,	By this document, I intend to create a Medical Durable Power of Attorney which shall take effect either (initial
Declarant, hereby appoint:	one):
CHRISTINA MARIE ANGELOFF	(Initials) Immediately upon my signature.
Name of Agent	(Initials) When my physician or other qualified
720-422-7154 Agent's Best Contact Telephone Number	medical professional has determined that I am unable to make my or express my own decisions, and for as long
CANGELDFF@GMAIL. COM	as I am unable to make or express my own decisions.
Agent's email or alternative telephone number 8330 E. QUINCY AUE # B305 OENUER CO 80237	III. INSTRUCTIONS TO AGENT
Agent's home address	My Agent shall make healthcare decisions as I direct
as my Agent to make and communicate my healthcare decisions when I cannot. This gives my Agent the power to consent to, or refuse, or stop any healthcare, treatment, service, or diagnostic procedure. My Agent also has the authority to talk with healthcare personnel, get information, and sign forms as necessary to carry out those decisions.	below, or as I make known to him or her in some other way. If I have not expressed a choice about the decision or healthcare in question, my Agent shall base his or her decisions on what he or she, in consultation with my healthcare providers, determines is in my best interest. I also request that my Agent, to the extent possible, consult me on the decisions and make every effort to enable my understanding and find out my preferences.
If the person named above is not available or is unable	State here any desires concerning life-sustaining
to continue as my Agent, then I appoint the following person(s) to serve in the order listed below.	procedures, treatment, general care and services, including any special provisions or limitations:
Name of Alternate Agent #1	
Agent's Best Contact Telephone Number	
Agent's email or alternative telephone number	
Agent's home address	
Name of Alternate Agent #2	
Agent's Best Contact Telephone Number	
Agent's email or alternative telephone number	My signature below indicates that I understand the purpose and effect of this document:
Agent's home address	Signature of Beclarant Date

ADDENDUM TO MEDICAL DURABLE POWER OF ATTORNEY - RECOMMENDED, NOT REQUIRED

1. Signature of the Appointed Agent

Although not required by Colorado law, my signature below indicates that I have been informed of my appointment as a Healthcare Agent under Medical Durable Power of Attorney for (name of Declarant)

JOAN MARIE BERG.

I accept the responsibilities of that appointment, and I have discussed with the Declarant his or her wishes and preferences for medical care in the event that he or she cannot speak for him- or herself.

I understand that I am always to act in accordance with his or her wishes, not my own, and that I have full authority to speak with his or her healthcare providers, examine healthcare records, and sign documents in order to carry out those wishes. I also understand that my authority as a Healthcare Agent is only in effect when the Declarant is unable to make his or her own decisions and that it automatically expires at his or her death.

If I am an alternate Agent, I understand that my responsibilities and powers will only take effect if the primary Agent is unable or unwilling to serve.

(MILLIOL D)
Primary Agent's Signature OMAB CHRISTINA MARIE BERG Printed Name ANGELOFF
CHRISTINA MARIE BERG
Printed Name ANGCOFF
5-9-14
Date
Alternate Agent #1 Signature
Printed Name
Date
Alternate Agent #2 Signature
Printed Name
Date

2. Signature of Witnesses and Notary

The signature of two witnesses and a notary seal are not required by Colorado law for proper execution of a Medical Durable Power of Attorney; however, they may make the document more acceptable in other states.

This document was signed by (name of Declarant)

in our presence, and we, in the presence of each other, and at the Declarant's request, have signed our names below as witnesses. We declare that, at the time the Declarant signed this document, we believe that he or she was of sound mind and under no pressure or undue influence. We are at least eighteen (18) years old.

Signature of Witness
Printed Name
Address
Signature of Witness
Printed Name
Address
Notary Seat (optional) State of OLORADO County of ARAPAHDE SUBSCRIPTED and are to be formula.
SUBSCRIBED and sworn to before me by JOAN MARIE BERE, the Declarant, and HRISTIAN M. BERE AWGELOFF
and TRISTINITY IN TERE TWEELDT
witnesses, as the voluntary act and deed of the Declarant this day of 97h MA 12014.
Notary, Public

VIRGINIA L KNUDSEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19954008318 MY COMMISSION EXPIRES MAY 26, 2015

My commission expires:

STATE OF COLORADO STATUTORY FORM POWER OF ATTORNEY (effective January 1, 2010)

IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act, part 7 of article 14 of title 15, Colorado Revised Statutes.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reasonable compensation unless you state otherwise in the special instructions.

This form provides for designation of one agent. If you wish to name more than one agent you may name a co-agent in the special instructions. Co-agents are not required to act together unless you include that requirement in the special instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately unless you state otherwise in the special instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT
I JOAN MARIE BERG (name of principal) name the following person as
my agent:
Name of agent: CHRISTINA MARIE ANGELOGE Agent's address: 8330 E. QUINCY ADE # B305, DENUER, COSORS; Agent's telephone number: 730-432-7154

Page 1 of 6

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

	If my agent is unable or unwilling to act for me, I name as my successor agent:
	Name of successor agent: Successor agent's address: Successor agent's telephone number:
agent:	If my successor agent is unable or unwilling to act for me, I name as my second successor
	Name of second successor agent: Second successor agent's address: Second successor agent's telephone number:
	GRANT OF GENERAL AUTHORITY
	I grant my agent and any successor agent general authority to act for me with respect to the ng subjects as defined in the Uniform Power of Attorney Act, part 7 of article 14 of title 15, do Revised Statutes:
	(INITIAL each subject you want to include in the agent's general authority. If you wish to general authority over all of the subjects you may initial All preceding subjects instead of ag each subject.)
	Real property Tangible personal property Stocks and bonds Commodities and options Banks and other financial institutions Operation of entity or business Insurance and annuities Estates, trusts, and other beneficial interests Claims and litigation Personal and family maintenance Benefits from governmental programs or civil or military service Retirement plans Taxes All preceding subjects

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

	()	Create, amend, revoke, or terminate an inter vivos trust Make a gift, subject to the limitations of the Uniform Power of Attorney Act set forth in section 15-14-740, Colorado Revised Statutes, and any special instructions in this power of attorney
	()	Create or change rights of survivorship
		Create or change a beneficiary designation
	()	Authorize another person to exercise the authority granted under this power of attorney
	()	Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
	()	Exercise fiduciary powers that the principal has authority to delegate
	()	Disclaim, refuse, or release an interest in property or a power of appointment
	()	Exercise a power of appointment other than: (1) The exercise of a general power of appointment for the benefit of the principal which may, if the subject of estates,
		trusts, and other beneficial interests is authorized above, be exercised as provided
		under the subject of estates, trusts, and other beneficial interests; or (2) the exercise
		of a general power of appointment for the benefit of persons other than the principal which may, if the making of a gift is specifically authorized above, be exercised under the specific authorization to make gifts
	()	Exercise powers, rights, or authority as a partner, member, or manager of a partner-
	\/	ship, limited liability company, or other entity that the principal may exercise on
		behalf of the entity and has authority to delegate excluding the exercise of such
		powers, rights, and authority with respect to an entity owned solely by the principal
		which may, if operation of entity or business is authorized above, be exercised as
		provided under the subject of operation of the entity or business
		LIMITATION ON AGENT'S AUTHORITY
	the a	ent that is not my ancestor, spouse, or descendant MAY NOT use my property to gent or a person to whom the agent owes an obligation of support unless I have authority in the special instructions.
		SPECIAL INSTRUCTIONS (OPTIONAL)
	You m	nay give special instructions on the following lines:
		EFFECTIVE DATE
instruc		ower of attorney is effective immediately unless I have stated otherwise in the special

NOMINATION OF CONSERVATOR OR GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a conservator of my estate or guardian of my person, I nominate the following person(s) for appointment:

Ŋ	
	ominee's address:
יו	ominee's telephone number:
١	ame of nominee for guardian of my person:
1	ominee's address:
1	ominee's address:ominee's telephone number:
	RELIANCE ON THIS POWER OF ATTORNEY
	ny person, including my agent, may rely upon the validity of this power of attorney or a unless that person knows it has terminated or is invalid.
	SIGNATURE AND ACKNOWLEDGMENT
	5/9/14
Your sig	nature DERG Date
	ne printed
1330	FRUINCY AUE. #B305
	VER CO 80,337
DEN	****
Your ad	
<u> 303</u>	993 - 4313 phone number

VIRGINIA L KNUDSEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19954008318 MY COMMISSION EXPIRES MAY 26, 2015

STATE OF COLORADO)
COUNTY OF ARAPAOHOE) ss.
The foregoing instrument was acknowledged before me this grand day of MALIE BERCE, principal.
Witness my hand and official seal. VIRGINIA L KNUDSEN
My commissing the colorado NOTARY ID 19954008318 MY COMMISSION EXPIRES MAY 26, 2015 MY COMMISSION EXPIRES MAY 26, 2015
This document prepared by:

IMPORTANT INFORMATION FOR AGENT

Agent's duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
 - (2) Act in good faith;
 - (3) Do nothing beyond the authority granted in this power of attorney; and
- (4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's name) by (Your signature) as agent

Unless the special instructions in this power of attorney state otherwise, you must also:

- (1) Act loyally for the principal's benefit;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Act with care, competence, and diligence;
- (4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and

(6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of agent's authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) Death of the principal;
- (2) The principal's revocation of the power of attorney or your authority;
- (3) The occurrence of a termination event stated in the power of attorney;
- (4) The purpose of the power of attorney is fully accomplished; or
- (5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the special instructions in this power of attorney state that such an action will not terminate your authority.

Liability of agent

The meaning of the authority granted to you is defined in the Uniform Power of Attorney Act, part 7 of article 14 of title 15, Colorado Revised Statutes. If you violate the Uniform Power of Attorney Act, part 7 of article 14 of title 15, Colorado Revised Statutes, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.



Recorded in Boone County, Missouri

Date and Time: 10/30/2015 at 08:03:45 AM Instrument #: 2015023160 Book: 4514 Page: 159

Instrument Type: R

Recording Fee: \$24.00 S

No. of Pages: 1

Mera plutal Nora Dietzel, Recorder Deeds 15 500 R

RELEASE OF TAX SALE CERTIFICATE OF PURCHASE

For Indexing Purposes:

Grantor (s): Brian McCollum, Boone County Collector of Revenue and Constance Niederhelman Grantee (s): Joan Berg

WHEREAS, Brian McCollum, Collector of Revenue in and for Boone County, Missouri, sold the below described property to the purchaser, Constance Niederhelman for taxes, costs and penalties due thereon for the years 2013 and 2014, on the 24th day of August 2015; and

WHEREAS, Tax Sale Certificate of Purchase 2015-05 was issued, and recorded in the Recorder's office in and for the County of Boone and State of Missouri, in Book 4489 at Page 86 pertaining to the following described property

To Whom Assessed:

Berg Joan c/o Cristina Marie Angeloff 8330 E Quincy Ave Apt B305 Denver CO 80237-2445

Parcel #: 16-311-00-02-059.00 Sec 1 T48 R13 105 W Texas Ave

Legal Description: L8 B6 Parkade Hills SD #2 as shown in the Plat Book/Page 05/45

WHEREAS, by operation of law, the purchaser, including his/her heirs and assigns, has forfeited all rights to the above described property acquired by the Tax Sale Certificate of Purchase either by said property having been redeemed or failure to pay all subsequent years' taxes.

NOW, THEREFORE, on this 30th day of October, 2015, the undersigned, Brian McCollum, Boone County Collector of Revenue does hereby cancel and release the Tax Sale Certificate of Purchase on the above described real estate in accordance with Section 140,410, RSMo, and has caused these presents to be signed.

Brian McCollum, Boone County Collector of Revenue

State of Missouri County of Boone

On this 30th day of October, 2015, before me personally appeared Brian McCollum, Boone County Collector of Revenue, who being duly sworn, did say that she acknowledged the said instrument was duly executed by her for the purposes therein stated.

GHERI SAPP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires August 9, 2017
Commission # 13470380

Vernon's Annotated Missouri Statutes
Title X. Taxation and Revenue
Chapter 140. Collection of Delinquent Taxes Generally (Refs & Annos)
Real Estate Taxes

V.A.M.S. 140.230

140.230. Foreclosure sale surplus-deposited in treasury-escheats, when

Effective: August 28, 2013 Currentness

- 1. When real estate has been sold for taxes or other debt by the sheriff or collector of any county within the state of Missouri, and the same sells for a greater amount than the debt or taxes and all costs in the case it shall be the duty of the sheriff or collector of the county, when such sale has been or may hereafter be made, to make a written statement describing each parcel or tract of land sold by him for a greater amount than the debt or taxes and all costs in the case together with the amount of surplus money in each case. The statement shall be subscribed and sworn to by the sheriff or collector making it before some officer competent to administer oaths within this state, and then presented to the county commission of the county where the sale has been or may be made; and on the approval of the statement by the commission, the sheriff or collector making the same shall pay the surplus money into the county treasury, take the receipt in duplicate of the treasurer for the surplus of money and retain one of the duplicate receipts himself and file the other with the county commission, and thereupon the commission shall charge the treasurer with the amount.
- 2. The treasurer shall place such moneys in the county treasury to be held for the use and benefit of the person entitled to such moneys or to the credit of the school fund of the county, to be held in trust for the term of three years for the publicly recorded owner or owners of the property sold at the time of the delinquent land tax auction or their legal representatives. At the end of three years, if such fund shall not be called for as part of a redemption or collector's deed issuance, then it shall become a permanent school fund of the county.
- 3. County commissions shall compel owners or agents to make satisfactory proof of their claims before receiving their money; provided, that no county shall pay interest to the claimant of any such fund.

Credits

(R.S.1939, § 11159. Amended by L.1990, H.B. No. 1284, § A; L.2003, S.B. No. 295, § A; L.2010, H.B. No. 1316, § A; L.2013, H.B. No. 175, § A, eff. Aug. 28, 2013; L.2013, S.B. No. 248, § A, eff. Aug. 28, 2013.)

V. A. M. S. 140.230, MO ST 140.230

Statutes are current through the end of the 2015 Veto Session of the 98th General Assembly, pending corrections received from the Missouri Revisor of Statutes. Constitution is current through the November 4, 2014 General Election.

End of Document

© 2015 Thomson Reuters. No claim to original U.S. Government Works.

Property Location (Situs Address)

Property Information

105 W TEXAS AVE

Legal Description	PARKADE HILLS NO 2, BLK 6 LOT 8	RECEIVED
FB Initial if legal description matches description on delinquent statements. If		JUN 15 2015
not, explain discrepancies in Additional Info.		BOONE COUNTY COLLECTOR

Vesting Deed

Name of Owner(s)	BERG JOAN
	C/O CRISTINA MARIE ANGELOFF
Address	8330 E QUINCY AVE APT B305, DENVER CO 80237-2445
Title Taken By	WARRANTY DEED
Date of Deed	11/23/1990
Date Recorded	11/26/1990 3:15:00 PM
Book/Page	800/85
Address Correction	

Open Deed(s) of Trust

First Deed of Trust	
Lender's Address	•
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	Value
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Signature of Searcher

CARME BELLINGHAUSEN

Date Searched

Date Searched

Date Searched

True Line
Title Company

Page 1 of 2

True Line Title Company 110 E Ash Street Columbia, MO 65203

Additional Liens

	Additional Liens
Special Assessments	CITY OF COLUMBIA
Tax Bill #	17265
Address	701 E BROADWAY, PO BOX 6015, COLUMBIA, MO 65205
	од компонента и при при при при при при при при при п
Special Assessments .	CITY OF COLUMBIA
Tax Bill #	17280
Address	701 E BROADWAY, PO BOX 6015, COLUMBIA, MO 65205
Federal Tax Liens	
Date	
Address	
State Tax Liens	
Date Address	
Address	A MANUSCHI CONTRACTOR
Mechanics Liens	
Date	
Address	
Judgments	
Date	
Address	
Case #	
Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
	ł .

Additional Information



Case #

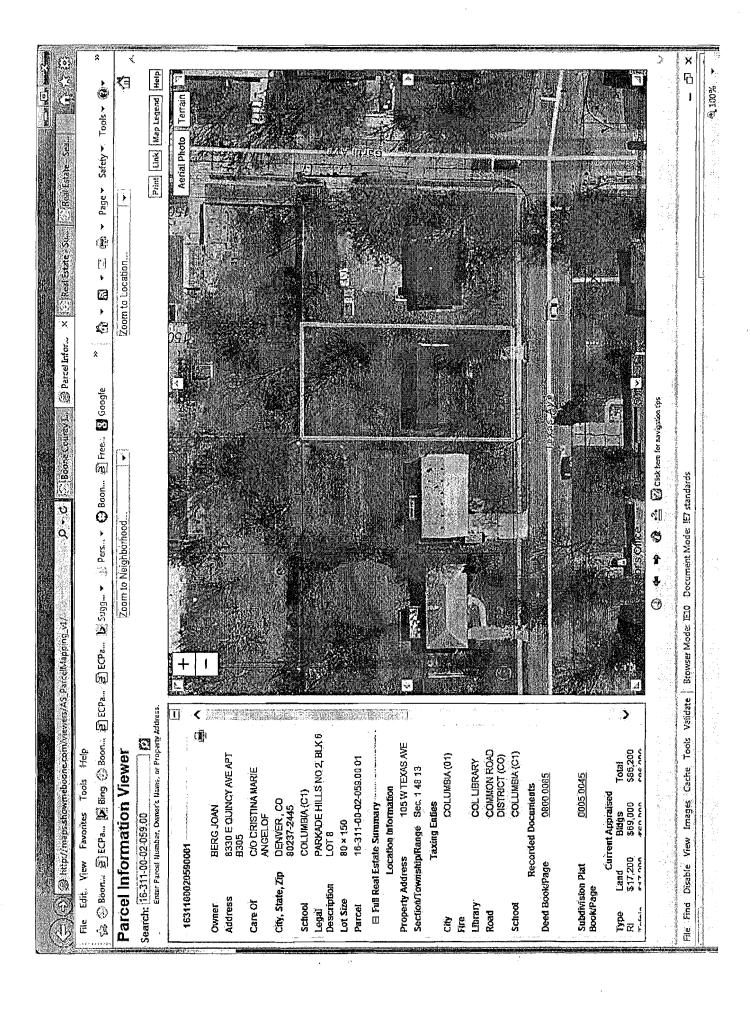
Boone County, Missouri Unofficial Document

85

Warranty Deed	ber 26,90 at 3 15 o clock PM in Boone County, Ma.
	0
Document No 1775 - reco	orded in Book DO page 85 Bettie Johnson Recorder of Dords.
more bones. Made and enlarge for	to this 23rd day of November AD One Thousand Nice Hundred and
MODERA CATTURER by and police	BEVERLY J DeRYKE MASSEY (formerly known as Beverly DeRyke), a Single Person and Surviving Spouse of Romandson, Deceased, Wassey, Deceased,
of Brone County	State of Party or parties of the first part, and
(Grantee s mailing address is)	JOAN BERG, a Single Person,
	105 West Texas Ave , Columbia, MO 65202
WITNESSETH That the said p valuable considerations paid by the do by these presents Great Burgal	my State of MAGGUETA party or parties of the second part party or parties of the First Part for and in consideration of the sum of ten dollars and other and party or parties of the Second Part, the receipt of which is hereby acknowledged, does or in and Sell, Convey and Confirm unto the sald party or parties of the Second Part, the follows in the County of Boons in the State of Missouri to-wit
	ock Six (6) of PARKADE HILLS SUBDIVISION #2 (Continued t recorded in Plat Book 5, Page 45, Records of Boone
Subject to easements	s and restrictions of record
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Nora Dietzel, Recorder of Deeds_____

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### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

**County of Boone** 

In the County Commission of said county, on the

8th

day of

December

**20** 15

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

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to William Vandeventer in the amount of \$8,125.11, as recommended by the County Treasurer.

Done this 8th day of December, 2015

ATTEST:

Wendy S. Woren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Vanet M. Thompson

District II Commissioner

#### Commission Order:

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the **2015** tax sale surplus relating to **Parcel 12-715-00-03-129.00:** 

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **William Vandeventer**. **William Vandeventer**, has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, a copy of the Deed recorded as Instrument No. 2012027889, at Book 4059, Page 95, Boone County Records, and other supporting documentation are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that **William Vandeventer** was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of \$8,125.11, and recommends that the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to William Vandeventer in the amount of \$8,125.11 via check payable to William Vandeventer in that amount.

Done this 87h day of <u>Aeea</u>	enber, 2015.
	Daniel K. Atwill
	Presiding Commissioner
ATTEST:	Han B Miller
l	Karen M. Miller
Wendy S. Noren Wendy S. Noren Clark of the County Commission	District I Commissioner
Wendy S. Noren Clerk of the County Commission	Charlow
Clerk of the County Commission	Janet M. Thompson
	District II Commissioner





# Tom Darrough BOONE COUNTY TREASURER

# SURPLUS CLAIM NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, <u>William Vandeventer</u>, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$8,125,11 resulting from the tax certificate sale conducted by the Boone County Collector on 8/24/15 I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not walve legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Parcel Number: 12-715-00-03-129.00
Legal Description: L1 Blk 2 Blue Ridge (formerly North Ridge) SD as shown in Plat Book/Page 7/18

Current mailing address:

3500 Woodland Dr.
Street

Columbia MO 65201
City State Zip

Social Security Number: 217-35-8909
Driver's License/State ID. Number(9): 573-301-562

State of Missouric

Signature

Property: Address: 3500 Woodland Dr.

Theiston Mychine

Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S),

Once paperwork is received and verified a check will be issued and mailed to address above.

BOONE COUNTY GOVERNMENT CENTER

801East Walnut Street, Room 205 Columbia, Missouri 65201

Columbia, Missouri 652 (573) 886-4365

Fax (573) 886-4369 Treasurer@boonecountymo.org WWW.SHOWMEBOONE.COM/TREASURER

CHRISTINA M. JOHNSON
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires February 12, 2018
Commission #14580100

Boone County, Missouri Unofficial Differential

Recorded in Boone County, Missouri
Date and Time. 11/07/2012 at 03:09:49 PM

Instrument # 2012027889 Book 4059 Page 95

Grantor FITZGERALD, JOSEPH Grantee VANDEVENTER, WILLIAM

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

Bettle Johnson, Recorder of Deeds

Boone-Central Title Company File No. 1212947

# Missouri General Warranty Deed

This Indenture, Made on 5th day of November, 2012, by and between

Joseph Fitzgerald and Jane Fitzgerald, husband and wife, as GRANTOR, and

William Vandeventer, a single person

as GRANTEE, whose mailing address is. 3500 Woodland Dr. Columbia, MO 65202

Property Address: 3500 Woodland Drive, Columbia, MO 65202

WITNESSETH THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargam, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Boone and State of Missouri, to wit:

LOT ONE (1) IN BLOCK TWO (2) OF NORTH RIDGE SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 7, PAGE 18, RECORDS OF BOONE COUNTY, MISSOURI, THE NAME OF WHICH HAS BEEN CHANGED TO "BLUE RIDGE SUBDIVISION" BY INSTRUMENT RECORDED IN BOOK 337, PAGE 304, RECORDS OF BOONE COUNTY, MISSOURI.

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

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

IN WITNESS WHEREOF, The GRANTOR has hereunto executed this instrument on the day and year above written. State of Missouri County of Boone County of Boone
On this 5 thay of November, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Joseph Fitzgerald and Jane Fitzgerald, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written. Notary Public My Term Expires: July 24, 2015 KATHLEEN M LAURY Hotary Public-Notary Seal State of Missouri, Saint Louis City Commission # 11487166 My Commission Expires Jul 24, 2015

Boone County, Missouri Unofficial Document

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Southwest Farmer of Northwest fix of Saction 32 JT. 49 N.J. R. 12 W. of SPM

East-West Mid Section Subdivision wine

NORTH RIDGE SUBDIVISION

NW I/4 SECTION 32, T49N , RIZW OF 5PM PART NO. 2

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F.E. GRUNDLER, MLS HE. CO.

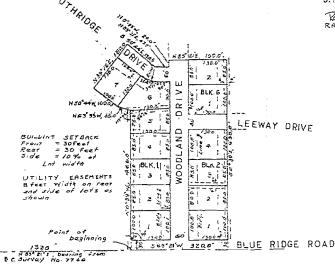
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Even altowis-ERMA ALLTON

Raymond W. FALLER RAYMOND W FREESE

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STATE OF MISSOURS

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By Commission express the 1th day of the Service 1968 According to the Service Service

STATE OF MISSOUR

County or Books

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filled for record in has affice of the
Recorder of PEES of Books County
at 10041 orders. Amy think day of the
1363 and recorded in this book of
the page 11. But Directify. Bay Dander RECORDER

Nora Dietzel, Recorder of Deeds

MAINSCR BOONE

Tax Excess Online Main Screen TRNATHAN 12:22:08

10/26/15

Record #: 722

Owner: VANDEVENTER WILLIAM

Purchaser: KARANBIR SANDHU

Date: 8/24/2015

Sale Amount: 10,500.00 Tax & Cost Amount: 2,374.89

Special Assmt: .00 Over Amount: 8,125.11

Receipt #: 2769 or Journal Entry #:

Paid Date:
Paid Amount:
Check Number:
Explanation:

OU

OT

OUTNAL Entry #:

F1=Add Record F2=Key Screen F3=Exit F4=Delete

Property Information		
Property Location (Situs Address)	3500 WOODLAND DR	
	RECEIVED	
Legal Description	BLOL MIDGE BER 2	
ER Initial if large description matches	JUN 0 9 2015	
FB Initial if legal description matches description on delinquent statements. If	BOONE COUNTY COLLECTOR	
not, explain discrepancies in Additional Info.	BOOKE BOOK! OUT OUT ELECTION	
1	Manufacture and the second sec	
	Vesting Deed	
Name of Owner(s)	VANDEVENTER WILLIAM	
Address	3500 WOODLAND DR, COLUMBIA MO 65202-2120	
Title Taken By	WARRANTY DEED	
Date of Deed	11/5/2012	
Date Recorded	11/7/2012 3:09:49 PM	
Book/Page	4059/95	
Address Correction		
· yaaseessaanaa aan aan aan aan aan aan aan aan	Open Deed(s) of Trust	
First Deed of Trust		
Lender's Address		
Deed of Trust Date		
Date Recorded		
Book/ Page		
Loan Amount		
Assigned To		
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Second Deed of Trust		
Lender's Address		
Deed of Trust Date		
Date Recorded		
Book/ Page		
Loan Amount		
Assigned To		
Date Assigned		
	Lien Search Company	
Signature of Searcher	1 MMISV	
Searcher (print)	CARRIE BELLINGHAUSEN	

True Line Title Company

Date Searched

Page 1 of 2

True Line Title Company 110 E Ash Street Columbia, MO 65203

05/30/2015

Vernon's Annotated Missouri Statutes

Title X. Taxation and Revenue

Chapter 140. Collection of Delinquent Taxes Generally (Refs & Annos)

Real Estate Taxes

#### V.A.M.S. 140.230

140.230. Foreclosure sale surplus-deposited in treasury-escheats, when

Effective: August 28, 2013
Currentness

- 1. When real estate has been sold for taxes or other debt by the sheriff or collector of any county within the state of Missouri, and the same sells for a greater amount than the debt or taxes and all costs in the case it shall be the duty of the sheriff or collector of the county, when such sale has been or may hereafter be made, to make a written statement describing each parcel or tract of land sold by him for a greater amount than the debt or taxes and all costs in the case together with the amount of surplus money in each case. The statement shall be subscribed and sworn to by the sheriff or collector making it before some officer competent to administer oaths within this state, and then presented to the county commission of the county where the sale has been or may be made; and on the approval of the statement by the commission, the sheriff or collector making the same shall pay the surplus money into the county treasury, take the receipt in duplicate of the treasurer for the surplus of money and retain one of the duplicate receipts himself and file the other with the county commission, and thereupon the commission shall charge the treasurer with the amount.
- 2. The treasurer shall place such moneys in the county treasury to be held for the use and benefit of the person entitled to such moneys or to the credit of the school fund of the county, to be held in trust for the term of three years for the publicly recorded owner or owners of the property sold at the time of the delinquent land tax auction or their legal representatives. At the end of three years, if such fund shall not be called for as part of a redemption or collector's deed issuance, then it shall become a permanent school fund of the county.
- 3. County commissions shall compel owners or agents to make satisfactory proof of their claims before receiving their money; provided, that no county shall pay interest to the claimant of any such fund.

#### Credits

(R.S.1939, § 11159. Amended by L.1990, H.B. No. 1284, § A; L.2003, S.B. No. 295, § A; L.2010, H.B. No. 1316, § A; L.2013, H.B. No. 175, § A, cff. Aug. 28, 2013; L.2013, S.B. No. 248, § A, cff. Aug. 28, 2013.)

Notes of Decisions containing your search terms (0) Viewall I

#### V. A. M. S. 140.230, MO ST 140,230

Statutes are current through the end of the 2015 Veto Session of the 98th General Assembly, pending corrections received from the Missouri Revisor of Statutes. Constitution is current through the November 4, 2014 General Election.

End of Document

37 2015 Fliomson Reuters, No claim to original U.S. Government Works

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

**County of Boone** 

In the County Commission of said county, on the

8th

day of

December

20

15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Greenbelt Land Trust of Mid-Missouri for February 16, March 15 and April 19, 2016 from 6:45 p.m. to 9:00 p.m.

Done this 8th day of December, 2015.

ATTEST:

Wendy S/Noren

Clerk of the County Commission

Daniel K. Atwill

**Presiding Commissioner** 

Karen M. Miller

District [ Commissioner

Janet M. Thompson

District II Commissioner



Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

# **Boone County Commission**

### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:
Organization: Greenbelt Landtrust of Mid-Missours
Address: P.O. Box 144
City: Columbia State: Mo ZIP Code \$5205
Phone: 424-9668 - Website: greenbelt missouri.org
Individual Requesting Use: Darbara Hoppe Position in Organization: Doard Member
Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: Monthly Board Meeting
Description of Use (ex. Speaker, meeting, reception): Meeting
Date(s) of Use: Dan Ny Feb 16, March 15, april 19, May 17, June 21, July 19, Sept 2
Start Time of Setup: 6-45 AM(PM) Start Time of Event: 7-00 AM(PM) Nov
and Time of Event: 9:00 AM/PM End Time of Cleanup: 9:00 AM/PM
<ol> <li>To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.</li> <li>To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.</li> <li>To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.</li> <li>To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.</li> <li>To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.</li> </ol>
Organization Representative/Title: Darbuce Loppl, Board Membre, Pres. elect
Phone Number: 424-9668 Date of Application: 12/3/15
Email Address: yestor parks @ hotmail.com & green beltmissouri@gmail.com
Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS  The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.
ATTEST: BOONE COUNTY, MISSOURI
County Clerk  DATE: 12-8-15
DATE: 12-8-15

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

**County of Boone** 

In the County Commission of said county, on the

8th

day of

December

20 15

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, December 8, 2015, at 3:30 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 8th day of December, 2015.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M.Thompson

District II Commissioner