

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 2018

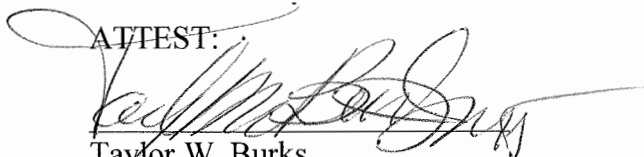
In the County Commission of said county, on the 26th day of July 2018


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

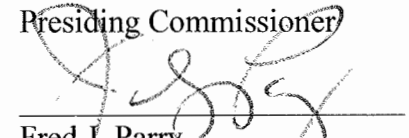
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Office of State Courts Administrator (OSCA) cooperative contract OSCA-18-007-09 to purchase Drug/Alcohol Testing Equipment, Monitoring Equipment, and Services from Corrisoft, LLC of Lexington, Kentucky.

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 26th day of July, 2018.

ATTEST:  
  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# 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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: July 16, 2018  
RE: Cooperative Contract: OSCA-18-007-09 – Drug/Alcohol Testing  
Equipment, Monitoring Equipment and Services

Mary Epping with Court Administration requests permission to utilize the Missouri Office of State Courts Administrator (OSCA) cooperative contract OSCA-18-007-009 to purchase Drug/Alcohol Testing Equipment, Monitoring Equipment and Services from Corrisoft, LLC of Lexington, Kentucky.

This is a County-Wide Term and Supply contract.

cc: Mary Epping / Court Administration  
Contract File

**PURCHASE AGREEMENT  
FOR  
OSCA-18-007-09 - Drug/Alcohol Testing Equipment, Monitoring Equipment and Services**

**THIS AGREEMENT** dated the 26<sup>th</sup> day of July 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Corrisoft, LLC** 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 Drug/Alcohol Testing Equipment, Monitoring Equipment and Services, in compliance with all bid specifications and any addenda issued for the Missouri Office of State Courts Administrator (OSCA) contract OSCA-18-007-09, Amendment Number One, Corrisoft Air OSCA Memorandum of Understanding (MOU), Boone County Insurance Requirements and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, OSCA contract OSCA 18-007-09, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Drug/Alcohol Testing Equipment, Monitoring Equipment and Services**, as specified and priced in OSCA contract OSCA-18-007-09. Prices for services are attached in *Pricing Schedule for Corrisoft's AIR Program in Amendment 001*.

3. **Contract Term** - This agreement shall commence on **the date written above and extend through June 30, 2019** subject to the provisions for termination specified below. The contract has four (4) one-year renewal options available.

4. **Billing and Payment** - All billing shall be invoiced to the using department. Billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to 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.

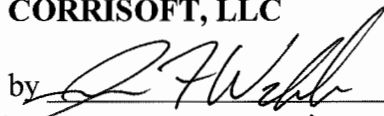
6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement; or


- b. the County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County; or
- c. if appropriations are not made available and budgeted for any calendar year.

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

**CORRISOFT, LLC**

by   
 title President (7/13/18)

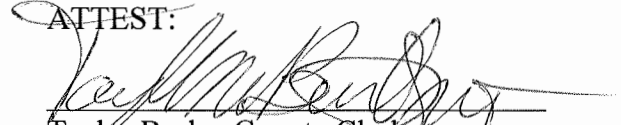
**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

  
 County Counselor

ATTEST:

  
 Taylor Burks, County Clerk

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

  
 Signature

7-19-18  
 Date

Term & Supply-Countywide

Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference.

These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

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

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

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & 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. 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 *third-party* 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 *including its directors, officers, agents and employees* from its own negligence.

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

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

**Certificate Holder address:**

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



**CORRISOFT AIR® OSCA Memorandum of Understanding (MOU)**

This AIR OSCA MOU (the "Agreement") is made between CORRISOFT, LLC ("CorrISOFT"), a Kentucky limited liability company with its principal place of business at 1713 Jaggie Fox Way, Lexington, KY 40511, and 13<sup>th</sup> Judicial District Treatment Court ("Agency"), with its principal place of business at 607 East Ash Street, Columbia, Missouri. This Agreement is effective as of the date of full execution.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, agree as follows:

**AIR® Component Charges (if not listed in OSCA Document Number: 18-007-09)**

**EQUIPMENT DEVICE DETAILS AND RATES**

- All per day rates are for active devices assigned to Participants.
  - Data and wireless plan (up to 1 GB per Participant per month) for AIR Mobile are included in the per day rate. Any additional usage charges may be charged to the Agency. The current monthly rate for data overages is \$20 per 1 Gig of data per phone.
- \$3.00 per day per Supervisor phone. A Supervisor phone includes:
- An android smartphone (Currently RazrM). Specific model phones requested by the agency may be acquired by CorrISOFT at additional cost to the agency.
  - A domestic plan with 400 anytime minutes, 400 anytime texts, 1 GB data per month
  - All overages and extras will be invoiced on a monthly basis
  - Does not include 411 directory assistance, 3rd party downloads, international calling or text
  - If using CorrISOFT android smartphone (RazrM), Loss or damage device will be invoiced at \$400 for smartphone and \$50 per charger. All other device types will require the agency to repair or replace at their own expense.
  - Term of line is 12 months and a \$175 early termination fee per line will be applied if cancelled prior to the end of the term
  - Agency will return all hardware (RazrM and charger) upon termination of service
- \$150 per AIR Mobile Smartphone Battery Pack (Note: this is a purchase price)

**CHECK IN APP RATES (per month rates are for active licenses assigned to Participants)**

- Each license is defined by a user name being assigned and active in the AIR Web platform anytime during the billable calendar month
  - Includes all standard questionnaires for no additional charge
  - Includes up to 4 standard "Missouri specific" questionnaires for no additional charge
  - Includes Photo Authentication
- \$1500 per unique Check-in App questionnaire
- The agency can request unique (to their agency) Check-in App questionnaires. This fee covers the design, testing, deployment and support of the agency unique questionnaire. After it is in use, one minor edit is allowed for no additional charge. Additional edits, depending on complexity, may require a price quote.

**EQUIPMENT LOSS AND DAMAGE REPLACEMENT COSTS**

Agency will be responsible for all costs associated with lost, stolen, or damaged AIR Devices. Replacement costs for AIR units will be as follows:  
AIR Mobile \$400; AIR Mobile charger \$50; AIR Connect \$200;  
BluTag/BLU+ \$500; BluTag charger \$50; BluHome RF \$300; BluBand \$100, BluBox \$300; BluScan \$300; Stalker Alert \$500;  
MEMS \$3995;

**INSURANCE:**

CorrISOFT acknowledges that placement of our devices with offenders and agents entails risk of loss of such units. In order to fairly share the risk of such loss with the Agency, CorrISOFT hereby agrees to cover the potential loss as follows:

- **Terms of Coverage:** CorrISOFT agrees to replace up to defined coverage of Monitoring Units, which CorrISOFT has leased to the Agency during the term of the service agreement, at the full cost of such replacement Units, as listed under Equipment Loss and Damage (see above) in the event such Units are lost, stolen or destroyed and such loss is not caused by Agency (collectively "Lost Units").
- Lost Units will be calculated based on a Unit Year, which shall mean the monthly rolling average of all inventoried Units leased (specific to product model) over a twelve month period preceding the end of the calendar year or the date of receipt by CorrISOFT of the claim of loss ("Claim Receipt Date").
- If Units have been in Agency's possession for less than 12 months, Units Year shall mean the length of time from the date of delivery of such Units to the Claim Receipt Date.
- **Initiation of Coverage:** Receipt of initial payment per covered Unit.
- **Termination of Coverage:** Non-payment at due date, per Unit.
- **Reservation of Rights:** CorrISOFT reserves the right to modify the terms of this CorrISOFT insurance coverage at any time, upon 30 days written notice to Agency. Agency reserves the right to cancel optional insurance coverage at any time, upon 30 days written notice to CorrISOFT.
- **Agency must have a minimum specific to product model in inventory to be eligible for Insurance.** . If "Accept" is checked below, Insurance will not be invoiced until the minimum number of devices are active.

10% INSURANCE\_ACCEPT  REJECT

100% INSURANCE\_ACCEPT  REJECT

**SHELF**

Shelf is calculated on a monthly basis and by device type.

- AIR Mobile (Smart Phones and Connects) Inventory:
  - Agency will use its best efforts to keep unused AIR Mobile inventory in its possession to less than 5% of their active daily assignment. The Agency will receive a shelf credit for units at or below 5% of their active daily assignment, based on actual shelf inventory.
  - When the Agency has a contract minimum of 15 AIR Mobile AND if the 5% calculation does not result 1 AIR Mobile unit, the Agency will receive a shelf credit for 1 AIR Mobile unit
- All other monitoring equipment should be kept to less than 10% of their active daily assignment. All other monitoring equipment, the Agency will receive a shelf credit for units at or below 10% of their active daily assignment, based on actual shelf inventory.
- The Agency will be charged for shelf units at the full daily rate as noted above per AIR Mobile device (or other devices).

**FREIGHT**

CorrISOFT will pay for ground shipping costs for devices to and from the Agency. Agency will be responsible for expedited freight charges if requested.

**CONSUMABLES**

Corrisoft will provide straps and clips for the devices at no charge. In the event that above normal consumption of these consumables is recognized by Corrisoft, additional training and/or fees may be required from Agency. Additional consumables may be billed and/or can be purchased at any time for \$10 per strap set.

**TRAINING**

Corrisoft provides essential training as part of all implementations for no charge. However, Corrisoft reserves the right to charge the Agency for additional onsite training if requested at a rate of \$1500 per day, plus all travel expenses (meals, travel, hotel, etc.).

**Additional Notes:**

- Corrisoft will offer Agency current products and upgrade equipment as new products and models are released.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the latest date set forth below.

AGENCY NAME: \_\_\_\_\_

**Corrisoft, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

Printed Name: Jim Webb

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

Printed Title: President

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

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



**Office of State Courts Administrator**  
**P.O. Box 104480**  
**2112 Industrial Drive**  
**Jefferson City, Missouri 65110- 4480**

**CONTRACT RENEWAL 001**  
**CONTRACT NO. OSCA-18-007-09**  
**TITLE: Drug/Alcohol Testing Equipment, Monitoring**  
**Equipment, & Services**

**CONTACT: Beth Rodeman**  
**PHONE NO.: (573)522-2617**  
**FAX NO.: (573) 522-6152**  
**E-MAIL: osca.contracts@courts.mo.gov**

**ISSUE DATE: May 4, 2018**

**RETURN RENEWAL NO LATER THAN: May 25, 2018**

**OSCA PREFERS THE RETURN OF RENEWALS ELECTRONICALLY TO:**  
**osca.contracts@courts.mo.gov.**

However, renewals may be returned via fax to the number above or by mail to:

(U.S. Mail)		(Courier Service)
Office of State Courts Administrator		Office of State Courts Administrator
Attn: Contract Unit	or	Attn: Contract Unit
PO Box 104480		2112 Industrial Dr.
Jefferson City, MO 65110-4480		Jefferson City, MO 65109

Mailing instructions: If mailed, print or type Contract Number and Renewal Return Due Date on the lower left hand corner of the envelope.

**CONTRACT PERIOD: JULY 1, 2018, THROUGH JUNE 30, 2019**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**  
**Missouri Treatment Courts throughout the state of Missouri.**

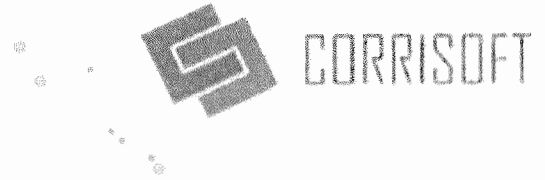
The contractor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions of the Request for Proposal. The contractor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The contractor further agrees that upon receipt of an authorized purchase order or when this RFP is countersigned by an authorized official of the Office of State Courts Administrator, a binding contract shall exist between the contractor and the Office of State Courts Administrator.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE 		DATE 6/20/18
PRINTED NAME Alan Eargle		TITLE CEO
COMPANY NAME Corrisoft, LLC		
MAILING ADDRESS 1713 Jaggie Fox Way		
CITY, STATE, ZIP Lexington, KY 40511		
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.
PHONE NO. 859-685-1492	FAX NO.	E-MAIL ADDRESS aeargle@corrisoft.com

**NOTICE OF AWARD (OSCA USE ONLY)**

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <i>In its entirety as submitted.</i>		
CONTRACT NUMBER OSCA 18-007-09	CONTRACT PERIOD July 1, 2018, through June 30, 2019	
CONTRACT MANAGEMENT ANALYST 	DATE 6/20/18	DEPUTY STATE COURTS ADMINISTRATOR 



# Pricing Schedule for Corrisoft's AIR Program

No. OSCA 18-0009, Amendment 001

## Sanctions Category Electronic Monitoring



**AIR MOBILE SMARTPHONES, CONNECTS AND BLUtag PRICING**

Quantity of AIR Mobile	AIR Mobile Price/Day	AIR Connect Price/Day	BLUtag price/day
1 to 4	\$7.50	\$2.00	\$4.75
5 to 9	\$7.25	\$1.85	\$4.50
10 to 14	\$7.00	\$1.70	\$4.50
15 to 24	\$6.75	\$1.50	\$4.25
25 +	\$6.50	\$1.40	\$4.00

**AIR CHECK-IN APP PRICING**

Quantity of AIR Mobile	Check-In app price/Mo
0	\$50.00
1 to 4	\$45.00
5 to 9	\$33.00
10 to 14	\$30.00
15 to 24	\$27.00
25 or greater	\$21.00

**OPTIONAL SERVICES**

**MONITORING CENTER SERVICES AND INSURANCE**

Quantity of AIR Mobile	Monitoring Center/day	AIR Mobile Loss Insurance/day
1 to 4	\$1/unit	N/A
5 to 9	\$1/unit	N/A
10 to 14	\$1/unit	N/A
15 to 24	\$1/unit	10%=0.75/unit
		100%=\$1.50/unit
25 +	\$1/unit	10%=0.50/unit
		100%=\$1.25/unit



**OFFICE OF STATE COURTS ADMINISTRATOR**  
**P.O. Box 104480**  
**2112 Industrial Drive**  
**Jefferson City, MO 65110-4480**

**AMENDMENT 001**

**CONTRACT NO. OSCA 18-007-09**  
**TITLE: Drug/Alcohol Testing Equipment, Monitoring**  
**Equipment, & Services**  
**Original RFP Issue Date: March 8, 2107**  
**ISSUE DATE: February 22, 2018**

**BUYER: Beth Rodeman**  
**E-MAIL: [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov)**  
**PHONE NO.: (573) 522-2617**

**OSCA PREFERS PROPOSAL RETURN VIA E-MAIL TO THE ABOVE BUYER.**

Offerors may return proposal via fax or mail to:

(U.S. Mail)  
 Office of State Courts Administrator  
 Attn: Beth Rodeman, Contract Unit  
 PO Box 104480  
 Jefferson City MO 65110 - 4480

(Courier Service)  
 Office of State Courts Administrator  
 Attn: Beth Rodeman, Contract Unit  
 2112 Industrial Dr.  
 Jefferson City MO 65109

Mailing Instructions: Print the Contract Number on the lower left hand corner of the envelope.

**CONTRACT PERIOD: JULY 1, 2017, THROUGH JUNE 30, 2018**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

**VARIOUS TREATMENT COURTS THROUGHOUT THE STATE OF MISSOURI**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (RFP). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Office of State Courts Administrator or when this RFP is countersigned by an authorized official of the Office of State Courts Administrator, a binding contract shall exist between the offeror and the Office of State Courts Administrator.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE 		DATE 3/12/18
PRINTED NAME Alan Eargle		TITLE CEO
COMPANY NAME Corrisoft, LLC		
MAILING ADDRESS 1713 Jaggie Fox Way		
CITY, STATE, ZIP Lexington, KY 40511		
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.
PHONE NO. 859-685-1492	FAX NO.	E-MAIL ADDRESS aeargle@corrisoft.com

**NOTICE OF AWARD (OSCA USE ONLY)**

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <i>In its entirety as amended.</i>		
CONTRACT NO. OSCA 18-007-09	CONTRACT PERIOD March 21, 2018 through June 30, 2018	
CONTRACTS MANAGEMENT ANALYST 	DATE 3/22/18	DEPUTY STATE COURTS ADMINISTRATOR 

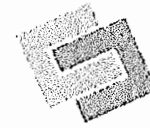


CORRISOFT

# Response to RFP

No. OSCA 18-0009, Amendment 001

## Section for consideration Electronic Monitoring



CORRISOFT

March 2, 2018

Beth Rodeman  
Office of State Court Administrators, Contract Unit  
PO Box 1044480  
Jefferson City, MO 65110

Re: RFP No. OSCA 18-0007, Amendment 003

Dear Ms. Rodeman,

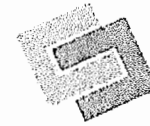
Thank you for giving Corrisoft the opportunity to submit information for the Office of State Court Administrators' RFP for Drug/Alcohol Testing Equipment, Monitoring Equipment, and Services. Corrisoft is not simply an electronic monitoring (EM) company in the traditional sense of what this industry has defined for more than three decades. Our primary focus is to provide powerful solutions that make it far easier for treatment courts to engage clients, deliver support services, and manage client activity. Corrisoft offers tools to help treatment court agencies better interact with clients and more efficiently facilitate support services. Above all, we want to fully support treatment courts and community supervision programs as they strive to positively impact a participant's future role in society. It is for these reasons we believe our program completely meets Missouri's requirements for those companies requesting to provide Electronic Monitoring Services to treatment courts throughout the state.

Specifically, Corrisoft is now providing services to Missouri and would like to be considered for placement on the preferred provider list as a vendor for the Alternative to Incarceration via Rehabilitation (AIR™) program. Enclosed you will find a proposal to serve as a smartphone-based monitoring services provider as a way to support treatment court agencies in their efforts to manage client activity. Should you have any questions about our program, feel free to contact me at 859.685.1492. Thanks for taking the time to consider our inquiry, and I look forward to speaking with you.

Sincerely,

Chuck Orms  
Account Executive, Corrisoft, LLC  
Enclosure





## INTRODUCTION AND GENERAL INFORMATION

Corrisoft is a technology and services provider delivering advanced technology solutions that support treatment courts in their efforts to facilitate reentry and rehabilitation services. Corrisoft's Alternative to Incarceration via Rehabilitation (AIR™) program provides a spectrum of smartphone-based communication solutions to help treatment courts and community supervision agencies better interact with clients and more efficiently facilitate support services. AIR uses a customized smartphone to serve as both a highly-accurate monitoring device as well as a powerful tool connecting treatment court clients to agency-provided resources and community support programs. The AIR spectrum of solutions also includes a Check-In mobile software application that clients download onto their own personal phone. All of the AIR program's solutions work on the same management platform which affords agencies the ability to administer the appropriate level of accountability for every phase of a supervised term. Corrisoft has worked with agencies throughout the US as a provider of activity management services, and now we would like to expand into the state of Missouri.

## PERFORMANCE REQUIREMENTS

### 2.10 Electronic Monitoring

2.10.2 *Any system proposed shall have a proprietary secure web-based software to allow random monitoring of participant.*

AIR is a secure, web-based platform only offered through Corrisoft, LLC., and features patented technology: US Patent 7,636,047. (There are also sub-components of this that are Patent Pending. Details are available upon request). The AIR program features a web-based management interface that combines client case management tools with real-time GPS tracking statistics. Furthermore, AIR's web-based user interface can simultaneously display the location of multiple offenders all on one map, which is a unique capability not found with any other real-time location display in the industry. Corrisoft's AIR Web System is housed in a remote, secure data center; designed for 24x7x365, or 99.99% uptime.



## **A Spectrum of Solutions**

Corrisoft's Alternative to Incarceration via Rehabilitation (AIR™) program provides smartphone-based communication solutions to help specialty courts and community supervision agencies better interact with clients and more efficiently facilitate support services. The AIR program offers a spectrum of solutions to help agencies deliver graduated levels of accountability in order to better manage a client's progress through the program phases. AIR's smartphone-based offerings also serve as tools the clients can use to manage scheduling and other daily behaviors.

## **A Phased Approach**

The AIR program offers a spectrum of solutions to help agencies deliver graduated levels of accountability in order to better manage a client's progress through the program phases. Specifically, AIR provides multiple tools that all work on the same management platform, which affords agencies the ability to administer the appropriate level of accountability for every phase of a supervised term.

## **A Single Platform**

AIR uses the same web-based management tool to manage all of its devices, which means a client's data and case files are housed in the same system during their entire time in the program. In addition, this greatly simplifies the process of analyzing a client's progress and verifying they are in the appropriate phase.

## **Unparalleled Client Access**

With the AIR program, agencies can provide clients with a smartphone that is equipped with use control features. This means you can always get in contact with clients at any time. Simply call, text, or e-mail participants whenever you need to verify location, send a reminder, or manage behavior. AIR is not dependent on the client to maintain the phone's minutes or data.

## **Improved Activity Management**

Corrisoft's AIR program makes it easier for agencies to provide participants with the tools, resources, and support programs necessary to help remove many of the barriers that hinder a client's successful re-entry back into society. AIR not only helps remove excuses but also empowers clients to be more accountable for their own success.



## Improved Agency Efficiency

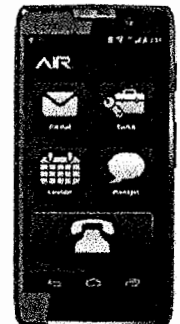
The AIR program's use of smartphone technology provides agencies with a far more efficient approach to supervising and interacting with clients. Calendar requests and approvals can be done electronically through either the phone or the web, which eliminates the need for weekly scheduling meetings. In addition, agencies can save time and improve officer safety by using the camera in the client's phone to conduct virtual field visits.

## The AIR Program

In order to provide agencies with a cohesive spectrum of solutions, AIR relies on six industry-leading products: AIR Mobile, AIR Connect, AIR Supervisor App, AIR Check-In App, AIR Dashboard, and AIR Support. All six products operate on the same web-based management platform and work together to make it easier for agencies to engage clients, deliver support services, and manage activity. From a smartphone with use-control features that provides continuous location services to a remote reporting app the client downloads to their own phone, AIR offers a spectrum of solutions that form one of the industry's most comprehensive supervision systems.

**AIR Mobile** - a customized smartphone carried by the client, and the phone's control features ensure clients always have a working mode of communication. With AIR Mobile, agencies can expect to consistently reach their clients in order to keep them accountable for meeting the program's terms. Corrisoft provides the client phones as well as maintains all wireless and data plans.

- Enables agencies to proactively engage clients
- The smartphone camera affords virtual field visit capabilities
- Gives clients instant access to their supervising agent, agency resources, and release terms





**AIR Connect** - an optional tool within the AIR spectrum of solutions designed to increase client accountability. AIR Connect is a small, lightweight, tamper-proof tether that pairs with AIR Mobile to ensure the phone is with the client at all times. The unit does not need any recharging. By using AIR Mobile and AIR Connect together, it provides maximum client accountability and removes any excuse for violating their terms and conditions.



- Increases the level of supervision
- Enables advanced location tracking with zones
- Allows agencies to use one system for graduated sanctions

**Supervisor App** - a standard AIR program offering, it is included at no additional charge. Supervising officers can download the Supervisor App in order to get full monitoring and reporting capabilities on their own phone.

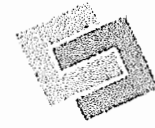


- Provides one-touch direct access to clients
- Displays active alerts and compliance history
- Alert type, client profile, real-time location with direct call capabilities all on one screen

**AIR Check-In App** - a remote check-in smartphone application that clients download to their personal Apple or Android smart phone. Agencies manage the app through the AIR Dashboard, and it serves as a cost-effective way to administer remote reporting for low-risk clients.



- Check-in questionnaire which can be customized
- Multiple authentication capabilities - picture, signature, PIN, fingerprint
- Push appointment reminders to clients (drug tests, court dates, meetings)
- Check-in includes GPS point



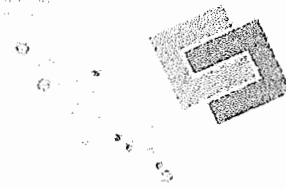
## The AIR Check-In App

### *What agency-level users can expect from the app:*

- A tool that affords remote reporting capabilities to either supplement or even replace routine, in-person client meetings
- A tool that enables agency personnel to push calendar and appointment reminders to a client's phone
- Agency members use the Check-in App's web-based management platform to schedule the time a client is to receive a check-in request.
  - Agency determines how much time the client has to check-in
  - Agency-level users can also initiate an "on-demand" client check-in whenever they see fit.
- Agency representatives use the app's web-based management platform to input events on the client's calendar as well as manage a participant's schedule.
  - All calendar entries appear on the client's phone or other mobile device (in the app), which means participants have access to their schedule at all times
- Agency members can also use the web-based management platform to set up automated appointment reminders or even send reminders to clients.
  - Notifications appear as a pop-up on home screen of the client's phone - regardless of whether or not the app is open.
- Every client check-in includes a GPS point of the participant's location at the time of the check-in as well as the device manufacturer and specific model information.
- If a client fails to submit their questionnaire within the requested time frame, a violation notification can appear in the app's web-based management tool.

### *What your clients can expect from the app:*

- Affords clients with the ability to "check-in" remotely without having to travel to the agency and conduct an in-person meeting.
- Clients can use the app to access a list of calendar events, scheduled appointments, and activity reminders. The list prioritizes the events sequentially,



with the next/nearest/soonest upcoming event on top followed by all subsequent events in order by date and time.

- Clients can receive reminder notifications regarding appointments and other calendar items. The notifications will appear on their phone's home screen regardless of whether or not the app is open.
- Clients must download the AIR Check -In App to their own smartphone or other mobile device
  - As long as the app is on a device, the client can use it to conduct a check-in or access their calendar items. For example, if the app is on the client's phone, the client's iPad, and the client's mother's phone, the person can check-in from any of those devices

*Things the agency need to keep in mind:*

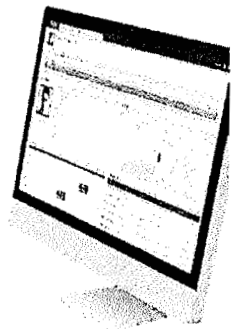
- The AIR Check-in app is designed for clients who prove both capable and trustworthy enough to handle the responsibility of maintaining and using the app. There are countless variables that could impact the use and capabilities of the app. Furthermore, the AIR Check-in app has no mechanisms to prevent or report any misuse or non-use.
  - The AIR Check-in app only fits clients who have earned the trust and demonstrated the capacity to use a convenience resource that is intended to improve efficiencies as opposed to enforce compliance.
- Client must have an Android or iOS phone or have consistent, reliable access to a smartphone or other mobile device.
  - The responsibility is on the client to obtain and use the app. There are no safeguards in place to ensure this happens.
- The client must maintain an operable smartphone, which includes keeping their account current as well as making sure their cellular plan has sufficient data and minutes to operate the app. For those clients using iPads or tablets or smartphones with limited data plans, they must maintain a working device as well as have a home internet plan or have consistent, reliable access to the internet.
- The AIR Check-in app does NOT provide continuous location services and CANNOT continuously track a client's location
  - The Check-in app WILL report if the GPS was turned off during a check-in
  - The Check-in app will work properly if GPS is not available; but it will not be able to report a GPS point upon check-in. This is easily seen in the AIR Web app by the agency.



- The AIR Check-In app does NOT report when a client disables certain operating functions that could impact the app's capabilities.
  - The app has no way of preventing a client from turning off their phone or reporting when it is turned off
  - The app has no way of preventing the client from deleting the app off of their phone or other mobile device, and it cannot notify the agency that it has been removed.
  
- Clients do have the ability to log out of the AIR Check-in App (simply closing the app will not log the user out).
  - If the client is logged out, they will NOT receive notifications or reminders.
  - Clients who are logged out will not appear in the app's web-based management tool, which makes it easy for agency members to know when someone is not logged into the app.
  
- When agency members are creating their profiles in the app's web-based management tool, it is important to know that the phone number entered in their profile will be the one that shows up on the client app.



**AIR Dashboard** - the web-based management platform used to manage all of the AIR program's devices. It is included with every AIR offering and provides case management tools, real-time GPS tracking statistics, and client calendar management.



- Utilizes exception based approach – only displays critical information
- Real-time location of multiple clients on one map
- Display's a client's profile, calendar, activity data, and real-time location

**AIR Support** - Corrisoft's in-house, around-the-clock call center that provides agencies with monitoring center intervention (MCI) services. With MCI, specially trained AIR Support Agents serve as an intermediary between agencies and their clients. Agents address a wide range of routine, non-emergency activity notifications that can prove quite burdensome for officers and case managers.



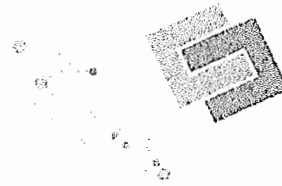
- Can serve as your agency's 24/7 monitoring center
- Designed to serve as a resource to clients
- Provides 24/7 device and system technical support
- Agents can proactively contact clients based on flexible protocols

**BLUtag** - The corrections industry's first one-piece GPS monitoring device, BLUtag is the only one capable of detecting and immediately reporting deliberate interference with GPS signals.



- Constantly receives GPS points by the minute regardless of violation status
- Detects and reports case and strap tampers
- Quick-charge battery with up to 2 year lifespan





CORRISOFT

## Partial Pricing Page

This section of the original pricing page is change by this amendment: Electronic Alcohol Monitoring

Pricing per participant: see pricing grid below

Is there a minimum number of days? Yes  No

If yes, please indicate number of days: 60

Deposit or Start Up fee required? Yes  No

If yes, what is the cost?           

Please list system requirements, such as single land phone line, water resistance, range of coverage etc.:

N/A

Please list counties for which you will provide this service:

All Missouri Counties/The Entire State



**AIR MOBILE SMARTPHONES, CONNECTS AND BLUtag PRICING**

Quantity of AIR Mobile	AIR Mobile Price/Day	AIR Connect Price/Day	BLUtag price/day
1 to 4	\$7.50	\$2.00	\$4.75
5 to 9	\$7.25	\$1.85	\$4.50
10 to 14	\$7.00	\$1.70	\$4.50
15 to 24	\$6.75	\$1.50	\$4.25
25 +	\$6.50	\$1.40	\$4.00

**AIR CHECK-IN APP PRICING**

Quantity of AIR Mobile	Check-in app price/Mo
0	\$50.00
1 to 4	\$45.00
5 to 9	\$33.00
10 to 14	\$30.00
15 to 24	\$27.00
25 or greater	\$21.00

**OPTIONAL SERVICES**

**MONITORING CENTER SERVICES AND INSURANCE**

Quantity of AIR Mobile	Monitoring Center/day	AIR Mobile Loss Insurance/day
1 to 4	\$1/unit	N/A
5 to 9	\$1/unit	N/A
10 to 14	\$1/unit	N/A
15 to 24	\$1/unit	10%=0.75/unit
		100%=\$1.50/unit
25 +	\$1/unit	10%=0.50/unit
		100%=\$1.25/unit

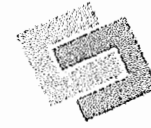


CORRISOFT

## EXHIBIT A – OFFEROR INFORMATION

Based in Kentucky, Corrisoft serves agencies throughout the U.S. and Mexico. The company's origins trace back to 2006, and since then, Corrisoft has continued to evolve into the organization it is today. Since 2012, Corrisoft has operated as a technology and services provider delivering advanced technology solutions that support community supervision agents in their efforts to facilitate the broad set of services fostering re-entry and rehabilitation. Corrisoft's offers a spectrum of smartphone-based activity management solutions that help treatment courts operate more efficiently. All of Corrisoft's offerings aim to remove the barriers that hinder a treatment court client's successful re-entry back into society.

Corrisoft's flagship offering, the Alternative to Incarceration via Rehabilitation (AIR) program is a smartphone-based community supervision solution that enables treatment courts to more consistently communicate with participants, more effectively deliver support services, and better manage client activity. AIR combines a customized smartphone with a web-based management platform in order to both deliver proactive communication capabilities and serve as a tool that more efficiently facilitates support resources.



**EXHIBIT B – PRIOR EXPERIENCE REFERENCE**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror's and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name:</b> <u>Corrisoft, LLC</u>	
<b>Subcontractor Name, if applicable:</b> _____	
<b>Reference Information (Prior Services Performed For:)</b>	
Name of Reference Company:	Athens-Clarke County Probation Office
Address of Reference Company: ✓ Street Address ✓ City, State, Zip	1720 A Lexington R. Athens, GA 30605
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Jessica Erickson 706-613-3911 x 232 Jessica.erickson@athensclarke.gov
Dates of Prior Services:	February 2015 - present
Dollar Value of Prior Services:	\$140,000 annually
Description of Prior Services Performed:	Use approximately fifty AIR Mobile Connect System devices to monitor their clients.

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by OSCA for additional discussions regarding my company's association with the offeror referenced above:

\_\_\_\_\_  
*Signature of Reference Contact Person*

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



## EXHIBIT C – PERSONNEL EXPERTISE SUMMARY

*Jim Webb*  
*President*

Jim became Corrisoft's President at the end of 2016. Previously he led Corrisoft's marketing and sales teams. Jim joined Corrisoft as VP of Software Development in October of 2013. He spent over 30 years in various leadership roles at IBM and Lexmark International in both R&D and Customer Service. Jim has a track record of technical innovation and delivery, focusing on customer needs and quality. Most of Jim's career has been focused on solving customer challenges with technology-based solutions.

Jim is a graduate of Purdue University with a degree in Electrical Engineering, and a Masters degree in Computer Science from Binghamton University (formerly SUNY Binghamton).

*Alan Eargle*  
*CEO*

Alan is involved at all levels of operation at Corrisoft, and oversees all financial planning and management efforts. He is also integral in employee satisfaction initiatives and corporate culture.

Alan previously held the top financial position in an investment group with controlling interest of several manufacturing businesses. He's worked for companies with direct financial responsibility over multiple manufacturing divisions as well as several locations of a Fortune 500 company.

Alan has a proven track record of achievement, expanding responsibility, and sound financial analysis, and has implemented several major cost reduction, product launch and efficiency initiatives. He's overseen everything from Forecasting to Capital Management; Financial Analysis to Strategic Planning and Purchasing; Human Resources to IT; and has served as a Board Member for private companies and non-profit organizations. He holds a Bachelor's of Science degree in Business Administration-Finance from Westminster College.



CORRISOFT

***Nathan McConathy***  
***Chief Technology Officer***

A founding member of the Corrisoft team, Nathan has 20+ years of experience designing, developing, producing, and distributing consumer products. He is at the epicenter of Corrisoft's product development and innovation initiatives.

Nathan holds a Bachelor of Science in Mechanical Engineering degree from University of Kentucky, and has been a key team member at top tech companies like Lexmark, Anderson Consulting (now Accenture), and ArchVision.

Nathan is at the forefront of Unix, Windows, Mobile and Web based application development. He also serves as Executive Director of Community Montessori School Inc., and on the Supervisory Committee for Members Heritage Federal Credit Union.



## EXHIBIT D – METHOD OF PERFORMANCE

The offeror should use this Exhibit, or similar format, to present a written plan for performing the requirements specified in this Request for Proposal (RFP).

**OFFEROR NAME:** Corrisoft,LLC

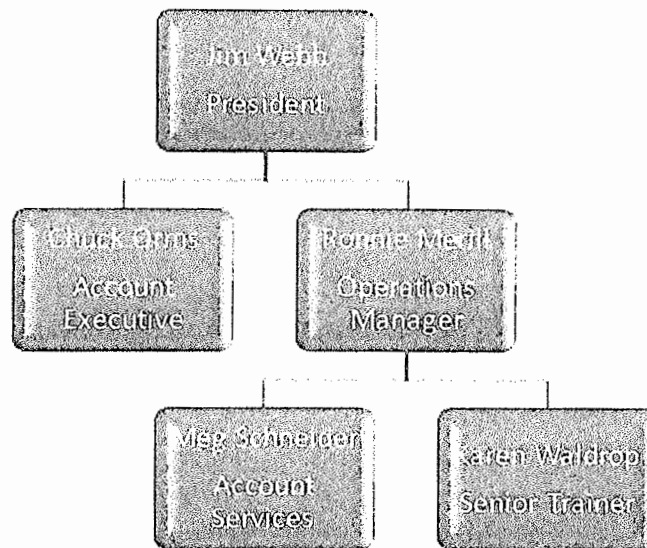
1. Describe testing procedures, including but not limited to the following:
  - a. N/A
2. What is provided with which to collect the each sample (cups, chain of custody forms, mailing packets)?
  - a. N/A
3. Describe the methods of testing which are employed (LC/MS/MS, GS/MS, LC/MS, and/or Immunoassay methods).
  - a. N/A
4. d. Provide the testing cutoff levels which are available (100ng/mL, 250ng/mL, 500ng/mL, 1000 ng/mL). What cutoff level is recommended to safe guard against incidental false positive? \_\_\_\_\_ng/mL
  - a. N/A
5. e. Describe the turnaround time for results.
  - a. The system automatically reports client location and violations in near real-time.
6. f. Describe how test results will be reported (telephone, fax, or e-mail).
  - a. N/A
7. Describe the instruction or training provided to treatment court staff pertaining to properly collecting a sample and completing necessary documentation.
  - a. Corrisoft provides comprehensive onsite or online training to ensure all staff understand how to use the product. When necessary, Corrisoft will



also conduct follow-up and refresher courses to maintain a high level of product knowledge and understanding of how to properly use the equipment. In addition, all of Corrisoft's smartphone-based solutions utilize the same web-based management platform, and all staff members are trained on how to properly use the software.

8. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
9. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.
  - a. Chuck Orms – Account Executive. Chuck will maintain the overall relationship between Corrisoft and the agency. His role is to initiate the partnership and serve as a top-level liaison between the organizations. He will oversee any major projects or help resolve any substantial issues.
  - b. Meg Schneider – Account Services. Meg will maintain the day-to-day relationship with the partner agency. Her role is to fulfill any immediate needs the agency might have. This includes troubleshooting any equipment issues, fulfilling any additional orders, resolving any billing issues, scheduling any additional training, or working with the agency in any manner deemed necessary.
  - c. Karen Waldorp – Senior Trainer. Karen will conduct the initial product training, which will include instruction on how to use the actual device as well as how to use the web-based reporting and scheduling software.
  - d. Ronnie Merrill– Operations Manager. Ronnie oversees the operations team, which includes both Karen and Meg. He will supervise efforts to manage the customer relationship and will address any escalated issues.





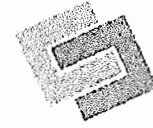
10. Along with a detailed organizational chart, the offeror should describe the following:

11. How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

- a. As the account services member, Meg will manage the day-to-day relationship with the partner agency, and she will be responsible for controlling and supervising the customer relationship. It is her role to work with the agency to ensure their needs are being met. If an issue arises, Chuck Orms will assist in resolving any customer issues or helping to facilitate any additional projects. Ronnie Merrill oversee Meg and will monitor how she maintains the relationship with the agency. Should a situation arise that is beyond Meg's capabilities or authority, Ronnie will assume primary management of the agency relationship.

12. Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the state of Missouri.

- a. Corrisoft employs over 50 individuals dedicated to providing products and services for government agencies across the United States. We maintain a staff level that is more than sufficient to meet the needs of all of our customers. Given we are focused only on this industry, all



Corrisoft's employees are familiar with the product set and can provide assistance to agencies in a whole host of manners.

**EXHIBIT D**

**METHOD OF PERFORMANCE, cont.**

OFFEROR NAME: Corrisoft, LLC

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

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Describe and provide details:		

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

26th

day of

July

20 18

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

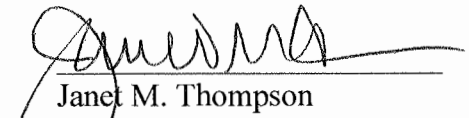
Now on this day the County Commission of the County of Boone does hereby award bid 09-30MAY18 – Carpet and Tile with Installation to Dave Griggs, Flooring America of Columbia, Missouri.

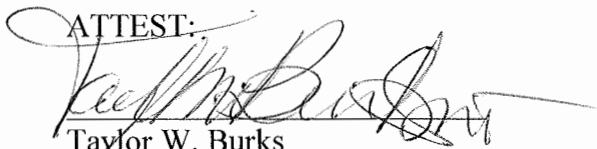
Terms of the contract award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 26th day of July, 2018.

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

ATTEST:  
  
Taylor W. Burks  
Clerk of the County Commission

# Boone County Purchasing

**Liz Palazzolo**  
Senior Buyer



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

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## MEMORANDUM

TO: File

FROM: Liz Palazzolo

RE: 09-30MAY18 – Carpet and Tile with Installation  
Evaluation and Award

DATE: 7/19/18

Two proposals have been received in response to RFP 09-30MAY18 for Carpet and Tile with Installation for the Boone County Detention Center:

- (1) Dave Griggs Flooring America of Columbia, Missouri
- (2) Allen Floors , Inc. of Jefferson City, Missouri

Both proposals have been deemed responsive to the mandatory terms and conditions of the RFP, and have been subjectively evaluated by a three-person Evaluation Committee that includes Captain Gary German of the Boone County Sheriff's Office, Captain Keith Hoskins of the Boone County Sheriff's Office, and Doug Coley, Director, of the Boone County Facilities Management Office.

The two proposals have been subjectively evaluated by the Evaluation Committee based on criteria addressed in the RFP. The cost evaluation has been conducted by the Purchasing Office. The evaluation report and cost evaluation follow this memo.

The proposal from Dave Griggs Flooring America has the highest score in the evaluation. The offer includes labor, materials and supplies necessary to perform carpet and tile replacement of designated areas of the Detention Center identified in the RFP.

Award of the contract to Dave Griggs Flooring America of Columbia, Missouri meets requirements of awarding to the "lowest and best" proposal, meeting requirements of Chapter 34 RSMo. which the County of Boone follows.

lp  
/attachments

# Boone County Purchasing

**Liz Palazzolo**  
Senior Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: June 27, 2018  
RE: 19-07MAY18 – Carpet and Tile with Installation for the Boone County Detention Center

Request for Proposal RFP 09-30MAY18 - solicited proposals for Carpet and Tile with Installation for the Boone County Detention Center. Two proposals were received, please see the attached bid tabulation and evaluation. The proposal from Dave Griggs Flooring America of Columbia, Missouri is the lowest and best proposal, and is acceptable to the Sheriff's Office for award of contract.

The initial contract period will run from the Date of Award through December 31, 2018.

Payment will be paid from the following Department/Account:

- Department 6200, Capital Repairs & Replacements/Account 60100 – Building Repairs/Maintenance – Total: \$ 84,172.00

Attachments: Bid Tabulation, Evaluation Scoring Sheet, Evaluation Narrative, and Cost Evaluation

/lp

cc: Doug Coley  
Jody Moore  
DeWayne Carey  
Gary German  
File RFP 09-30MAY18

**BID OPENING**  
**RFP 09-30MAY18 for Carpet and Tile with Installation for the**  
**Boone County Detention Center**  
**05/30/18 – 2:00 P.M.**

	Representative Name	Business Name	Telephone Number
1.	Liz Palazzolo	Boone County Purchasing	886-4392
2.	Robert Wilson	cc	4393
3.			
4.			
5.			
6.			
7.			
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12.			
13.			
14.			
15.			

<b>RFP 09-30MAY18</b>				
<b>Carpet and Tile with Installation</b>				
<b>Bid Tabulation</b>	Offeror 1	Offeror 2	Offeror 3	Offeror 4
<i>RFP: Only names read at this time</i>	Allen Floors, Inc.	Purcell's Flooring America		





**EVALUATION REPORT FORM**

PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL (RFP) # 09-30MAY18 - Carpet and Tile with Installation For the Boone County Detention Center

Liz Palazzolo, CPPD, C.P.M., Senior Buyer

	NAME OF OFFEROR	METHOD OF PERFORMANCE & CONTRACTOR SUPPORT (35 points)	EXPERIENCE & RELIABILITY (15 points)	TOTAL SUBJECTIVE POINTS (50 points)	For Purchasing Use Only	
					COST POINTS (50 points)	TOTAL POINTS (Max 100 points)
1	Dave Griggs Flooring America	34	15	49	50	99
2	Allen Floors	35	15	50	48.42	98.42

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

*Doug Coley* 6/22/2018 *Doug Coley* Director Facilities  
 Evaluator's Signatures Date Evaluator Printed Name Title Dept.

*Cory German* 6-26-18 *Cory German* Captain Sheriff's Dept  
 Evaluator's Signatures Date Evaluator Printed Name Title Dept.

*Keith R. Hoskins* 6/26/18 *Keith R. Hoskins* Detention Director Sheriff's Dept  
 Evaluator's Signatures Date Evaluator Printed Name Title Dept.

RFP 09-30MAY18 - Carpet and Tile with Installation

Cost Evaluation

Line Item 1: Total Project Price

Cost Points

	<i>Allen Floors</i>	<i>Dave Griggs Flooring America</i>
	\$ 86,917.00	\$ 84,172.00
	48.42	50.00

<b>RFP 09-30MAY18 - Carpet and Tile with Installation</b>		
<b>Subjective Evaluation</b>	<b>Allen Floors</b>	<b>Dave Griggs Flooring America</b>
<b>Experience &amp; Reliability</b>		
<i>Vendor's References</i>	Audrain Library - carpet tile and LVT installed UMC Lafferre Hall - cpt tile, ceramic & LVT	Huebert Builders - various jobs Coil Construction - various jobs
<b>Method of Performance and Contractor Support</b>		
<i>Delivery Time - Materials to Work Site</i>	90 calendar days	No information
<i>Project Start Date</i>	90 calendar days	45 calendar days
<i>Project Completion Date</i>	180 days after project start	By 12/31/18
<i>Project Time Line Detail</i>	Remove existing carpet and tile: 16 days Install Carpet: 10 days LVT: .5 day Base: 3 days Ceramic: 13 days	R&R Existing - 180 days - phased work
<i>Single Point of Contact</i>	Provided Victor Allen's contact information, Mondays - Fridays 8:00 A.M. - 5:00 P.M. - responds within 24 hours	PM on site - normal work hours
<i>Stock</i>	Big all new stock	New Stock
<i>Direct or Subcontracted Work</i>	Will use vendor's staff	Subcontractors
<i>Warranties</i>	Carpet: Lifetime, limited Tile: 1 year, limited Labor: 1 year	Carpet: Manufacturer's Tile: Manufacturer's Labor: 1 Year

**Offeror 1: Allen Floors, Inc.**

- Allen Floors, Inc's proposal is responsive to the mandatory terms and conditions of RFP 09-30MAY18 – Carpet and Tile including Installation.

**Experience and Expertise: 15 Points**

***Strengths:***

- Provided relevant references: supportive information provided by contacted reference, Audrain Library. By coincidence, the reference contacted for Dave Griggs Flooring America mentioned Allen Floors and the Committee asked for comments about Allen Floors' work – again supportive comments were provided.
- references include same type of work the County is purchasing.

***Concerns:***

- None

**Proposed Method of Performance and Contractor Support: 35 Points**

***Strengths:***

- Using Tandus Centiva product carpet, American Olean St. Germain porcelain tile, and Centiva Luxury Vinyl Tile, and Tarkett tape along with cove base and adhesives.
- Provided detailed project time frame; project will start in 90 days after receipt of order and the project will be completed in 180 days
- Using new stock
- Limited lifetime warranty on carpet; one-year limited warranty on tile; and one-year warranty on labor.
- Using their own staff for project work
- Provided Victor Allen as the Single Point of Contact who will be available 8:00 A.M – 5:00 P.M. weekdays and will respond within 24-hours.

***Concerns:***

- Longer project start-time compared to Dave Griggs Flooring America

**Offeror 2: Dave Griggs Flooring America**

- Dave Griggs Flooring America's proposal is responsive to the mandatory terms and conditions of RFP 09-30MAY18 – Carpet and Tile including Installation.

**Experience and Expertise: 15 Points**

***Strengths:***

- Provided relevant references: supportive information provided by contacted reference, Coil Construction.
- references include same type of work the County is purchasing.

***Concerns:***

- None

**Proposed Method of Performance and Contractor Support: 34 Points**

***Strengths:***

- Using Tandus Centiva product carpet, American Olean St. Germain porcelain tile, and Centiva Luxury Vinyl Tile, and Tarkett tape along with cove base and adhesives.
- Project will start in 45 days after receipt of order and the project will be completed by 12/31/18
- Using new stock
- Providing Manufacturer's warranty on carpet and tile; and one-year warranty on labor.
- Identified "PM" or Project Manager as the Single Point of Contact who will be available "normal work hours."

***Concerns:***

- Using subcontractors rather than employees for project work; personnel may change more often throughout course of project which may impact timeframe.
- Cost itemizations prompted request for clarification since the totals did not match (see e-mail clarification dated 6/11/18).

**PURCHASE AGREEMENT  
FOR  
CARPET AND TILE INCLUDING INSTALLATION**

**THIS AGREEMENT** dated the 26<sup>th</sup> day of July 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Dave Griggs Flooring America** herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Carpet and Tile Including Installation**, County of Boone Request for Proposal number **09-30MAY18** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Certification Regarding Lobbying, Certification Regarding Debarment, Work Authorization Certification, the Affidavit of Compliance with the Prevailing Wage Law, Attachments One through Five, and Boone County Standard Terms and Conditions, as well as the Contractor's proposal response dated **May 30, 2018** executed by **Tim Sabel**, on behalf of the Contractor, **and the clarification e-mail dated June 11, 2018 from Tim Sabel**. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, the Affidavit of Compliance with the Prevailing Wage Law, Attachments One through Five, and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Period** - The contract period shall be the Date of Award (as identified by the County Commission Order) through December 31, 2018 or project completion, whichever occurs sooner.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Carpet and Tile Including Installation at the Boone County Detention Center for a total firm fixed price of \$84,172.00.

**4. Delivery of Service** - The Contractor agrees to deliver services and perform work upon request of the County and to adhere to project completion times represented in the Contractor's bid response.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Office. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

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

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

**DAVE GRIGGS FLOORING AMERICA**

by Michele Dabyl  
title President

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
Taylor W. Burks, County Clerk

**AUDITOR CERTIFICATION**

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

Fund: 6200 - Account: 60100: \$84,172.00

James E. Pitchford  
Signature by ag

7/19/18  
Date

Appropriation Account

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. 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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: DAVE BRIGGS FLOORING AMERICA

Address: 801 BUSINESS LOOP 70 E.  
COLUMBIA, MO 65201

Telephone: 449-2619 Fax: 442-5020

Federal Tax ID (or Social Security #): 43-1044409

Print Name: TIM SABEL Title: PROJECT MANAGER

Signature: [Handwritten Signature] Date: 5/30/18

E-Mail Address: TIM@CARPETANDTILE.COM

**NOTE:** The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

**REMINDER:** A Bid Bond is REQUIRED. Please refer to paragraph 1.10 for details.

(Continued on Next Page)

## Liz Palazzolo

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**From:** Tim Sabel <tim@carpetandtile.com>  
**Sent:** Monday, June 11, 2018 10:49 AM  
**To:** Liz Palazzolo  
**Subject:** RE: Clarification Request RFP 09-30MAY18 Carpet and Tile with Installation

Please base my quote on the \$84,172.00 as this amount contains the cost for the required bid bond along with all labor and specified materials, including the required cleaning supplies (by manufacturer), and the dumpster.

Tim Sabel  
Senior Project Manager  
Dave Griggs' Flooring America  
801 Business Loop 70 East  
Columbia MO 65201  
573-449-2619 (p)  
573-442-5020 (f)

**From:** Liz Palazzolo [mailto:[LPalazzolo@boonecountymmo.org](mailto:LPalazzolo@boonecountymmo.org)]  
**Sent:** Monday, June 11, 2018 10:35 AM  
**To:** Tim Sabel  
**Subject:** Clarification Request RFP 09-30MAY18 Carpet and Tile with Installation

Good morning Tim: Per our conversation, please clarify the pricing given that the two price itemizations do not match the price of \$84,172.00 quoted as the total project price. The itemizations provided on the Vendor Response and Pricing Pages total to \$78,834.00, and the itemizations added together from the pre-printed quotation sheets (JE602376-001) amount to \$81,671.95. Thank you

**Liz Palazzolo**  
*Senior Buyer*  
**Boone County Purchasing**  
Phone: 573-886-4392  
Fax: 573-886-4390  
613 E. Ash, Room 109  
Columbia, MO 65201

**5.1. PRICING:**

As applicable to the offeror's choice as described above, the offeror must submit firm, fixed pricing that includes all carpeting, tile, cove base, installation tape, installation adhesive for the cove base, all other installation materials and supplies, including all labor and support necessary to successfully complete the project as specified herein.

**Line Item 1: Total Project Price:** \$ 84,172<sup>00</sup>

Quote a total firm, fixed price for provision of all carpeting and tile, cove base, all installation materials and supplied, all labor and all other support necessary to successfully perform all work specified herein. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

**Itemization of Above Quoted Total Price:**

The offeror shall provide an itemization of the above quoted total price for Line Item 1 in the available space below:

**Carpeting** (Identify Carpet Tile, quantity, and unit price included in the total price quoted as line item 1 below):

*All ROUNDED UP/DOWN*

Identification of Carpet Tile	Quantity	Unit Price Per Each	Sub-Total Price for Carpet
Centiva Brand Assertive Action Walk-Off Modular Carpet Tile, 18" X 18" square	47405	52 <sup>74</sup> /40	\$ 2459 <sup>00</sup>
Centiva Brand Evoke Modular Carpet Tile, 18" X 18" square	964405	40 <sup>48</sup> /40	\$ 39,092 <sup>00</sup>
Total Price for Carpet:			\$ 41,551 <sup>00</sup>

**Tile** (Identify tile, quantity, and unit price included in the total price quoted as line item 1 below):

Identification of Carpet Tile	Quantity	Unit Price Per Each	Sub-Total Price for Tile
American Olean Brand St. Germain Porcelain Tile, 12" X 24" square	8475F	66 <sup>4</sup> /5F	\$ 5622 <sup>00</sup>
Centiva Brand Luxury Vinyl Tile 18" X 12" <i>12x36</i>	455F	45 <sup>1</sup> /5F	\$ 203 <sup>00</sup>
Total Price for Tile:			\$ 5825 <sup>00</sup>

**Materials/Supplies** (Identify components, quantity, and unit price included in the total price quoted as line item 1 below):

Identification of Necessary Materials/Supplies Item	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Materials/Supply Item
Tarkett Tape for Carpet Tile Installation	7	152 <sup>00</sup>	1064 <sup>00</sup>
4" Cove Base - Vinyl 4 1/2"	14 CARTONS	132 <sup>00</sup>	1852 <sup>00</sup>
6" Cove Base - Vinyl	5 CARTONS	158 <sup>00</sup>	791 <sup>00</sup>
<del>12" Cove Base - Vinyl</del>			
<del>4" Cove Base - Porcelain</del> 3x12" (NOT AVAILABLE)	260P	8 <sup>35</sup> /E	2171 <sup>00</sup>
6" Cove Base - Porcelain			
<del>12" Cove Base - Porcelain</del>			
Cove Base Adhesive	38	5 <sup>00</sup>	190 <sup>00</sup>
Total Price Materials/Supplies:			\$ 6068 <sup>00</sup>

**Labor and All Other Cost Components** (Identify other cost components including labor and support, quantity/hours, and unit price below included in the total price quoted as line item 1.):

Identification of Labor and Other Cost Item(s)	Quantity/Hours	Unit Price Per Each	Sub-Total Price for Labor and the Specific Cost Item
CARPET/SN	VARIED		9065 <sup>00</sup>
TILE / CHALK TRANSITIONS	↓		10,475 <sup>00</sup>
BASE	↓		4500 <sup>00</sup>
LVT	↕		550 <sup>00</sup>
Total Price for Labor and All Other Cost Components:			\$ 25,390 <sup>00</sup>

**Note:** All price totals from the itemizations for carpet, tile, materials, supplies, labor, support, and all other cost components must equal the project total price quoted for line item 1 when added together.

**5.2 Vendor's Experience and Reliability:**

The offeror should provide reference contact information below regarding provision of carpet and tile including installation similar to what is being offered to Boone County:

**Vendor's References:**

Company/Entity Name: HUEDELT BUILDERS  
Contact Name: SUSAN HAAT  
Contact's Title: \_\_\_\_\_  
City: COLUMBIA State: Mo  
Telephone Number and Area Code: 573-449-4996  
E-mail Address: SHAAT@HUEDELTBUILDERS.COM  
Description of Equipment/Services Furnished: VARIOUS JOBS  
Availability of Reference: \_\_\_\_\_

=====  
Company/Entity Name: COIL CONSTRUCTION  
Contact Name: KEVIN BUCKLER  
Contact's Title: \_\_\_\_\_  
City: COLUMBIA State: \_\_\_\_\_  
Telephone Number and Area Code: 874-1444  
E-mail Address: KBUCKLER@COILCONSTRUCTION.COM  
Description of Equipment/Services Furnished: VARIOUS JOBS  
Availability of Reference: \_\_\_\_\_

**5.3 Proposed Method of Performance and Contractor Support**

**Delivery:**

Delivery of Work Materials to Site

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order:

\_\_\_\_\_ calendar days ARO for carpet and installation materials/supplies including cove base.

\_\_\_\_\_ calendar days ARO for tile and installation materials/supplies including cove base.

**Project Start Date:** Carpet/Tile installation shall begin 45 calendar days ARO after Purchase Order and Notice to Proceed are Received by the Vendor.

**Project Completion Date:** Carpet/Tile installation including cove-base installation shall be completed within \_\_\_\_\_ calendar days after the project start date. By 12/31/18

**Project Time Line Detail:**

The vendor should identify below each task to complete the carpeting and tiling project at the Boone County Detention Center with a projected time frame in calendar days (full/partial) to complete each task in the chart below:

Project Task	General Description of What Is To Be Done	Number of Calendar Days to Complete (give full and partial count)
<u>R&amp;R EXISTING</u>	<u>REMOVE</u>	<u>180 DAYS - PHASED WORK</u>

**Single Point of Contact:**

Describe below how the vendor will perform as a single point of contact for the County regarding all warranty issues for the carpet, tile and installation, providing direct contact information, days/hours of availability including time to be on-site if needed:

PM ON SITE - NORMAL WORK HOURS

**Stock:**

Address in the space provided if the vendor intends to use all new stock or if the vendor plans to use some "attic" stock (shall not exceed 5% of total) in performing the installation:

NEW STOCK

**Direct or Subcontracted Work:**

Address in the space provided if the carpet/tile removal and carpet/tile installation will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the removal and installation work. If any subcontractors are to be used, then identify the subcontractor by name and location.

SUBCONTRACTORS

TBC AFTER AWARD

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**Warranties:**

The vendor should state the warranty periods below specific to carpet, tile and labor. The warranty shall commence upon delivery and acceptance of the supplies and completion of work by Boone County.

Warranty on Carpet: MANUFACTURERS

Warranty on Tile: ↓

Warranty on Labor: 1-yr

**Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

X Yes      \_\_\_\_\_ No



*(The vendor should complete and return with the proposal)*

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

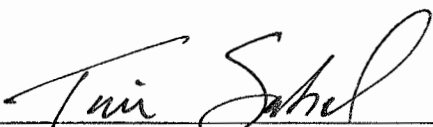
The undersigned certifies, to the best of his or her knowledge and belief, that:

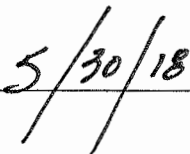
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
Vendor Signature

  
Date

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

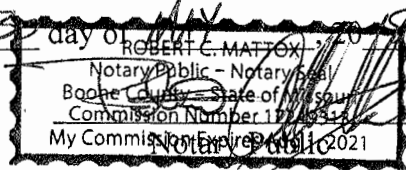
County of Platte )  
State of Missouri )ss )

My name is Michele Batye. I am an authorized agent of \_\_\_\_\_  
ColorWorld Inc (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Michele Batye 05/30/2018  
Affiant Date  
Michele Batye  
Printed Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.





**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

**Options**

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- 2. I do not have the above documents, but provide an affidavit (*copy attached – see following page*) which may allow for temporary 90-day qualification.
  
- 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Cheri Michelle Bahye      5/20/2018  
Applicant                                  Date

Cheri Michelle Bahye  
Printed Name

*(The vendor should complete and return with the proposal)*

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Michele Batye, President  
Name and Title of Authorized Representative

Michele Batye  
Signature

05/30/2018  
Date



**ADDENDUM #1 to RFP #09-30MAY18**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

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**BOONE COUNTY, MISSOURI**

**Request for Proposal 09-30MAY18 for  
CARPET AND TILE INCLUDING INSTALLATION**

**ADDENDUM #1 - Issued MAY 18, 2018**

Prospective offerors are hereby notified of the following revisions to Request for Proposal 09-30MAY18:

1) Sub-paragraph 1.10.1 shall be **ADDED** as follows:

**1.10.1 The above BID BOND requirement shall apply if the bidder's total bid price is \$50,000.00 or greater.**

2) Paragraph 3.1.2 (a) shall be **ADDED** as follows:

**3.1.2(a) The contractor shall provide a dumpster in order to perform required carpet and tile removal.**

3) Paragraph 3.1.4 shall be **ADDED** as follows:

**3.1.4 All contract work shall be coordinated with the Sheriff's Office, and completed by December 31, 2018.**

4) Paragraph 3.3.1(d) shall be **REVISED** as follows:

**3.3.1(d) Vinyl or rubber cove base shall be used for vinyl tile flooring.**

5) Paragraph 3.6.1 (a) shall be **ADDED** as follows:

**3.6.1(a) Boone County personnel will move office furniture, file cabinets, & etc. and pull toilet stools. The contractor's tile and carpet installation work must coordinate with Boone County personnel as well as other third-party personnel who will be moving office furniture, file cabinets, & etc.**

6) Paragraph 3.6.4 shall be **ADDED** as follows:

3.6.4 The contractor shall use vinyl or rubber moulding for the step-reveal that goes into the Information Center. Currently the step-reveal is carpeted but the County wishes this changed.

7) Paragraph 3.6.5 shall be **ADDED** as follows:

3.6.5 The contractor shall perform crack and control joint isolation work prior to laying any tile. The County prefers that the kitchen floor not be raised.

8) Page 31 of the RFP has been **REVISED** and is attached hereto. *Offerors should use REVISED PAGE 31 for submitting the proposal response.*

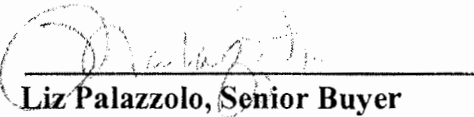
9) **Attachment Three** shall be **REVISED** and is attached hereto.

10) **Attachment Six** is **ADDED** and is attached hereto.

**NOTE:** All changes to original RFP text made as a result of this Addendum are noted in *bolded and italicized* font.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By:

  
Liz Palazzolo, Senior Buyer  
Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal #09-30MAY18 – Carpet and Tile **Including Installation**, receipt of which is hereby acknowledged:

Company Name: DBFA

Address: 801 BUSINESS LOOP 70 E.

Phone Number: 449-2619 Fax Number: 442-5020

E-mail: TIM@CARPETANDTILE.COM

Authorized Representative Signature: Tim Sabal Date: 5/29/18

Authorized Representative Printed Name: TIM SABAL

**REVISED PAGE 31**

**Materials/Supplies** (Identify components, quantity, and unit price included in the total price quoted as line item 1 below):

Identification of Necessary Materials/Supplies Item	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Materials/Supply Item
Tarkett Tape for Carpet Tile Installation			
<i>Cove Base – Vinyl or Rubber (please specify)</i>			
<i>Cove Base – Porcelain</i>			
Cove Base Adhesive			
Total Price Materials/Supplies:			\$

All Included  
SEPARATE BID SHEET

**Labor and All Other Cost Components** (Identify other cost components including labor and support, quantity/hours, and unit price below included in the total price quoted as line item 1.):

Identification of Labor and Other Cost Item(s)	Quantity/Hours	Unit Price Per Each	Sub-Total Price for Labor and the Specific Cost Item
Total Price for Labor and All Other Cost Components:			\$

All Included

**Note:** All price totals from the itemizations for carpet, tile, materials, supplies, labor, support, and all other cost components must equal the project total price quoted for line item 1 when added together.





**ADDENDUM #2 to RFP #09-30MAY18**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

---

**BOONE COUNTY, MISSOURI**

**Request for Proposal 09-30MAY18 for  
CARPET AND TILE INCLUDING INSTALLATION**

**ADDENDUM # 2 - Issued MAY 25, 2018**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 09-30MAY18:**

1. The County received the following question and is providing the following response:

**Question:** Under the Scope Work, Paragraph 3.5.4 it states “Any moisture mitigation necessary to prepare the cement substrate for tile shall be conducted by the contractor, and built into the cost of the project”. Does this include the Hallways and Offices that are to receive the new Carpet Tile?

**Response:** ~~The carpet tile product is thought to present its own moisture mitigation solution so there's nothing additional besides standard preparation (e.g., scraping old adhesive, etc.) that would be necessary for the areas requiring carpet tile. Regarding the porcelain and vinyl tile, the County is relying on the professional judgment of the vendor to prep the substrate in a way that addresses any concerns the vendor has about moisture given Attachment~~

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By:

**Liz Palazzolo, Senior Buyer  
Boone County Purchasing**

The OFFEROR has examined **Addendum #2** to Request for Proposal #09-30MAY18 – Carpet and Tile **Including Installation**, receipt of which is hereby acknowledged:

Company Name: DKFA

Address: 801 BUSINESS LOOP 70 E.

Phone Number: 449-2619 Fax Number: 442-5020

E-mail: Tim@CARPETANDTILE.COM

Authorized Representative Signature: Tim Sabal Date: 5/29/18

Authorized Representative Printed Name: TIM SABAL



Bond Number 2386188

# Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Colorworld Inc as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in Middleton, Wisconsin, in said State, as Surety, are held and firmly bound unto BOONE COUNTY SHERIFF'S DEPARTMENT, 1212 E COUNTY DRIVE, COLUMBIA, MO 65201 as Owner, in the full and just sum of Five Percent ( 5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for

FLOOR COVERING IN SHERIFFS DEPARTMENT

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 30 day of May, 20 18

Principal:  
Colorworld Inc  
Witness: [Signature]  
By: [Signature] (SEAL)  
Name Typed: MICHELE BATYE, PRESIDENT  
Title

Surety:  
West Bend Mutual Insurance Company  
Witness: [Signature]  
By: [Signature] (SEAL)  
Name Typed: RANDY SIEBERG, Attorney-In-Fact  
Title

Agency Name: MID-AMERICA SPECIALTY MARKETS  
Address: 2800 FORUM BLVD., SUITE 4B  
COLUMBIA, MO 65203  
Phone Number: (573) 447-4990

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

RANDY SIEBERG

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Four Hundred Thousand Dollars (\$400,000)**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

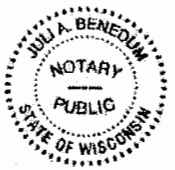
Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Kevin A. Steiner  
Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum  
Juli A. Benedum  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 30th day of May, 2018.



Heather A. Dunn  
Heather Dunn  
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

ESTIMATE JE602376-001

COLOR WORLD DBA DAVE GRIGGS'  
 801 BUSINESS LOOP 70 EAST  
 PO BOX 1761  
 COLUMBIA, MO 65201  
 (573) 449-2619 Fax (573) 442-5020

ESTIMATE Date 05/29/18

JE602376-001

**CLIENT**

BOONE COUNTY PURCHASING  
 613 E. ASH  
 COLUMBIA, MO 65201

**PROJECT**

SHERIFF'S OFFICE REMODEL  
 1212 E. COUNTY DR  
 COLUMBIA, MO  
 TAX EXEMPT SALE, MO 88888

<b>Tele #1</b>	<b>JOB #</b>	<b>Salesperson 1</b>	<b>User Header Label 1</b>
		TIM SABEL	
<b>Job Phone</b>	<b>MODEL</b>	<b>Salesperson 2</b>	<b>User Header Label 2</b>
	BASE BID		

Area	Style/Item	Color/Desc	Manufacturer	W x L	Qty	Price	Total
ALL BASE	JOHNSONITE RUBBER	6" BASE			5.00 EA	158.23	791.15
ALL BASE	JOHNSONITE RUBBER	4 1/2" BASE			14.00 EA	132.26	1,851.64
ALL BASE	R & R BASE				1.00 EA	4,500.00	4,500.00
ALL BASE	COVE BASE ADHESIVE	APAC 30OZ TUBE	APAC		38.00 EA	5.00	190.00
<b>ALL BASE Sub Total:</b>							<b>7,332.79</b>
ALL CARPET	EVOKE W/OMNICOAT	SMOKE EMBERS			965.70 SY	40.48	39,091.54
ALL CARPET	ASSERTIVE ACTION	STEELWORK			46.62 SY	52.74	2,458.74
ALL CARPET	CARPET TILE TAPE	TANDUS TAPE PLUS			7.00 EA	152.02	1,064.14
ALL CARPET	R&R CARPET/INSTALL NOSING				1.00 EA	9,865.00	9,865.00
ALL CARPET	CONTACT CEMENT	QT PARABOND	SOUTHLAND		1.00 EA	12.12	12.12
ALL CARPET	VISUALLY IMPAIRED SN	STAIR NOSING			12.00 LF	14.18	170.16
ALL CARPET	EPOXY NOSE CAULK	13 1/2OZ JOHNSONITE			1.00 EA	50.31	50.31
ALL CARPET	CARPET REDUCER	BLACK 40	JOHNSONITE		36.00 FT	1.23	44.28
<b>ALL CARPET Sub Total:</b>							<b>52,756.29</b>

ESTIMATE JE602376-001

COLOR WORLD DBA DAVE GRIGGS'  
 801 BUSINESS LOOP 70 EAST  
 PO BOX 1761  
 COLUMBIA, MO 65201  
 (573) 449-2619 Fax (573) 442-5020

ESTIMATE Date 05/29/18

JE602376-001

**CLIENT**

BOONE COUNTY PURCHASING  
 613 E. ASH  
 COLUMBIA, MO 65201

**PROJECT**

SHERIFF'S OFFICE REMODEL  
 1212 E. COUNTY DR  
 COLUMBIA, MO  
 TAX EXEMPT SALE, MO 88888

Tele #1	JOB #	Salesperson 1	User Header Label 1
		TIM SABEL	
Job Phone	MODEL	Salesperson 2	User Header Label 2
	BASE BID		

Area	Style/Item	Color/Desc	Manufacturer	W x L	Qty	Price	Total
ALL CERAMIC	ST GERMAIN (GRP II)	12X24			846.72 SF	6.64	5,622.22
ALL CERAMIC	ST GERMAIN	3X12 BULL NOSE			260.00 EA	8.35	2,171.00
TO BE USED AS BASE.							
ALL CERAMIC	REDGARD MEMBRANE	3.5 GALLON	CUSTOM BUILDING PROD		7.00 EA	138.50	969.50
ALL CERAMIC	PROLITE	GRAY 30#	CUSTOM BUILDING PROD		19.00 EA	23.63	448.97
ALL CERAMIC	PRISM GROUT	TBC			4.00 EA	30.60	122.40
ALL CERAMIC	SILICONE CAULK 100%	TO MATCH			6.00 EA	8.76	52.56
ALL CERAMIC	CARPET TUCK	3/8" SATIN SILVER	GREAT LAKES		2.00 EA	9.38	18.76
ALL CERAMIC	REDUCER	3/8" SATIN SILVER	GREAT LAKES		1.00 EA	8.68	8.68
ALL CERAMIC	DEMO/INSTALL				1.00 EA	10,475.00	10,475.00
<b>ALL CERAMIC Sub Total:</b>							<b>19,889.09</b>
ALL LVT	VENUE	12X36			45.00 SF	4.51	202.95
ALL LVT	LVT ADHESIVE	TANDUS ROLL SMART			1.00 GA	85.55	85.55
ALL LVT	R&R BATHROOM/PREP				1.00 EA	550.00	550.00
ALL LVT	CENTI CLEAN GREEN	LVT CLEANING/MAINTENANCE KIT			1.00 EA	55.28	55.28
<b>ALL LVT Sub Total:</b>							<b>893.78</b>

ESTIMATE JE602376-001

COLOR WORLD DBA DAVE GRIGGS'  
 801 BUSINESS LOOP 70 EAST  
 PO BOX 1761  
 COLUMBIA, MO 65201  
 (573) 449-2619 Fax (573) 442-5020

ESTIMATE Date 05/29/18

JE602376-001

**CLIENT**

BOONE COUNTY PURCHASING  
 613 E. ASH  
 COLUMBIA, MO 65201

**PROJECT**

SHERIFF'S OFFICE REMODEL  
 1212 E. COUNTY DR  
 COLUMBIA, MO  
 TAX EXEMPT SALE, MO 88888

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		TIM SABEL	
<b>Job Phone</b>	<b>MODEL</b>	<b>Salesperson 2</b>	<b>User Header Label 2</b>
	BASE BID		

Area	Style/Item	Color/Desc	Manufacturer	W x L	Qty	Price	Total
DUMPSTER	DUMPSTER	20 YARD ROLL OFF			1.00 EA	800.00	800.00
<b>DUMPSTER Sub Total:</b>							<b>800.00</b>

QUOTE IS GOOD FOR 30 DAYS AND SUBJECT TO ACTUAL PRODUCT SELECTIONS AND JOB SITE MEASURES.  
 PER COUNTY BID INSTRUCTIONS, ALL MOISTURE ISSUES BY COUNTY AND NOT RELEVANT FOR CARPET TILE.  
 COUNTY TO PULL STOOLS AND REPLACE, MOVE ALL FURNITURE AND ELECTRONICS.

JE602376-001

Material	\$56,281.95
Service	\$25,390.00
Misc Charges	\$2,500.00
Sales Tax	\$0.00
Misc Tax	\$0.00



**ADDENDUM #2 to RFP #09-30MAY18**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymmo.org](mailto:lpalazzolo@boonecountymmo.org)

---

**BOONE COUNTY, MISSOURI**

**Request for Proposal 09-30MAY18 for  
CARPET AND TILE INCLUDING INSTALLATION**

**ADDENDUM # 2 - Issued MAY 25, 2018**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 09-30MAY18:**


1. The County received the following question and is providing the following response:

**Question:** Under the Scope Work, Paragraph 3.5.4 it states “Any moisture mitigation necessary to prepare the cement substrate for tile shall be conducted by the contractor, and built into the cost of the project”. Does this include the Hallways and Offices that are to receive the new Carpet Tile?

**Response:** The carpet tile product is thought to present its own moisture mitigation solution so there’s nothing additional besides standard preparation (e.g., scraping old adhesive, etc.) that would be necessary for the areas requiring carpet tile. Regarding the porcelain and vinyl tile, the County is relying on the professional judgment of the vendor to prep the substrate in a way that addresses any concerns the vendor has about moisture given Attachment

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror’s Proposal including the *Vendor Response and Pricing Pages*.

By:

  
\_\_\_\_\_  
**Liz Palazzolo, Senior Buyer**  
**Boone County Purchasing**



The OFFEROR has examined **Addendum #2** to Request for Proposal #09-30MAY18 – **Carpet and Tile Including Installation**, receipt of which is hereby acknowledged:

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**ADDENDUM #1 to RFP #09-30MAY18**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

---

**BOONE COUNTY, MISSOURI**

**Request for Proposal 09-30MAY18 for  
CARPET AND TILE INCLUDING INSTALLATION**

**ADDENDUM #1 - Issued MAY 18, 2018**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 09-30MAY18:**

1) Sub-paragraph 1.10.1 shall be **ADDED** as follows:

**1.10.1 The above BID BOND requirement shall apply if the bidder's total bid price is \$50,000.00 or greater.**

2) Paragraph 3.1.2 (a) shall be **ADDED** as follows:

3.1.2(a) The contractor shall provide a dumpster in order to perform required carpet and tile removal.

3) Paragraph 3.1.4 shall be **ADDED** as follows:

3.1.4 All contract work shall be coordinated with the Sheriff's Office, and completed by December 31, 2018.

4) Paragraph 3.3.1(d) shall be **REVISED** as follows:

3.3.1(d) Vinyl *or rubber* cove base shall be used for vinyl tile flooring.

5) Paragraph 3.6.1 (a) shall be **ADDED** as follows:

3.6.1(a) Boone County personnel will move office furniture, file cabinets, & etc. and pull toilet stools. The contractor's tile and carpet installation work must coordinate with Boone County personnel as well as other third-party personnel who will be moving office furniture, file cabinets, & etc.

6) Paragraph 3.6.4 shall be **ADDED** as follows:

3.6.4 The contractor shall use vinyl or rubber moulding for the step-reveal that goes into the Information Center. Currently the step-reveal is carpeted but the County wishes this changed.

7) Paragraph 3.6.5 shall be **ADDED** as follows:

3.6.5 The contractor shall perform crack and control joint isolation work prior to laying any tile. The County prefers that the kitchen floor not be raised.

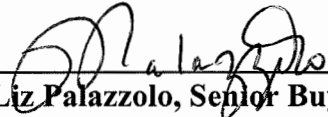
8) Page 31 of the RFP has been **REVISED** and is attached hereto. *Offerors should use REVISED PAGE 31 for submitting the proposal response.*

9) **Attachment Three** shall be **REVISED** and is attached hereto.

10) **Attachment Six** is **ADDED** and is attached hereto.

**NOTE:** All changes to original RFP text made as a result of this Addendum are noted in ***bolded and italicized*** font.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By:   
Liz Palazzolo, Senior Buyer  
Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal #09-30MAY18 – **Carpet and Tile Including Installation**, receipt of which is hereby acknowledged:

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**REVISED PAGE 31**

**Materials/Supplies** (Identify components, quantity, and unit price included in the total price quoted as line item 1below):

Identification of Necessary Materials/Supplies Item	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Materials/Supply Item
Tarkett Tape for Carpet Tile Installation			
<i>Cove Base – Vinyl or Rubber (please specify)</i>			
<i>Cove Base – Porcelain</i>			
Cove Base Adhesive			
Total Price Materials/Supplies:			\$

**Labor and All Other Cost Components** (Identify other cost components including labor and support, quantity/hours, and unit price below included in the total price quoted as line item 1.):

Identification of Labor and Other Cost Item(s)	Quantity/Hours	Unit Price Per Each	Sub-Total Price for Labor and the Specific Cost Item
Total Price for Labor and All Other Cost Components:			\$

**Note:** All price totals from the itemizations for carpet, tile, materials, supplies, labor, support, and all other cost components must equal the project total price quoted for line item 1 when added together.

# COUNTY OF BOONE - MISSOURI



## REQUEST FOR PROPOSAL FOR CARPET AND TILE INCLUDING INSTALLATION

**RFP # 09-30MAY18**

*Release/Insertion Date: April 25, 2018*

**Includes Pre-proposal Conference with Site Visit  
Scheduled for Friday May 11, 2018 starting at 10:00 A.M.  
Note: Bid Bond Required**

**Submittal Deadline:  
MAY 30, 2018  
not later than 2:00 P.M. CST**

**Boone County Purchasing  
613 E. Ash Street  
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)**



## **NOTICE OF REQUEST FOR PROPOSAL**

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

### **RFP #: 09-30MAY18 – CARPET AND TILE INCLUDING INSTALLATION**

Sealed proposals will be accepted until **2:00 P.M. on May 30, 2018** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org).

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer

***Insertion Date: Wednesday, April 25, 2018***  
***COLUMBIA MISSOURIAN***





## 1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with carpet and tile as detailed herein.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **May 30, 2018** to:

Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M. Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
  - 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on May 30, 2018 but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., May 21, 2018*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

1.8 RFP Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

1.9 Preproposal Conference and Site Tour: A preproposal conference and site tour of the Boone County Detainee Center located at 2121 County Drive will be conducted prior to the proposal submission deadline so that interested offerors may see the areas requiring carpeting and tile, and ask questions about the County's requirements. The Preproposal Conference and Tour will be conducted starting at **10:00 A.M. on Friday, May 11, 2018.**

a. Attendance at the pre-proposal conference and site tour is not mandatory, however it is incumbent on prospective offerors to be familiar with the physical layout and special circumstances that will impact installation work. Failure to attend the conference shall not relieve the winning vendor of any responsibility to perform all requirements addressed in the Request for Proposal and resulting contract at accepted pricing and terms.

1.10 Bid Bond - Requirement of Submitting Bid:

In the event that the vendor decides to prepare and submit an offer to Boone County, then a **Bid Bond shall be required and submitted with the proposal response as follows:**

**Bid Bond Required:** A bid bond or certified check made payable to Boone County, in the amount of **5% of the total project price quoted on the Vendor Response and Pricing Pages** shall accompany the proposal response as a guarantee that the offeror, if awarded the contract, will furnish a satisfactory Performance and Payment Bond as described above; execute the contract; and proceed with the work. Upon failure to do so, the offeror shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the offeror shall excuse the offeror or entitle the offeror to a return of the deposit or Bid Bond. Failure to include the Bid Bond may result in finding the offer unacceptable to the County without further evaluation.

1.11 Brand Name or Equal:

- a. Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. However, the vendor is advised that the brand names identified herein have been researched and are regarded as being particularly suited to addressing substrate conditions at the Boone County Detention Center.
- b. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceeds the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.
- c. The vendor shall understand and agree that the assessment of equality is solely Boone County's determination as based on information the vendor provides as well as information the County obtains from secondary sources.



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Carpet and Tile Including Installation for the Boone County Detention Center** as set forth herein.

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

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Lobbying
- 7) Certification Regarding Debarment
- 8) Work Authorization Certification
- 9) Affidavits (OSHA, Prevailing Wage Law)
- 10) Samples of Bonds
- 11) "No Bid" Response Form
- 12) Boone County Standard Terms and Conditions
- 13) Attachments One through Four
- 14) Attachment Five: Prevailing Wage No. 24 – separate download

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide specified carpet and tile, conduct site-preparation by removing and disposing of existing carpet and tile, and installing the new carpet and tile at the Boone County Detention Center.

2.1.4 The County of Boone - Missouri, hereafter referred to as "County," proposes to contract with an individual or organization, hereinafter referred to as the "contractor." Offerors responding to this RFP are required to quote firm and fixed pricing for on the Vendor Response and Pricing Pages for all carpet, tile, materials, supplies, and labor necessary to perform all tasks as specified in this Request for Proposal.

### 2.2. Background Information:

2.2.1 Background: The Boone County Detention Facility located at 2121 County Drive in Columbia, Missouri is an adult detention facility that provides safe and secure incarceration of persons taken into confinement by order of a qualified court or as

otherwise allowed by law. The Boone County Detention Center serves as the local detention facility for adult male and female inmates of various classifications including pre-trial and pre-sentence status, sentenced status, and post-sentence status and civil commits. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>.



### 3. SCOPE OF WORK:

#### 3.1 General Requirements:

- 3.1.1 The contractor shall provide and install carpet and tile to replace carpet and tile currently at the Boone County Detention Center.
- 3.1.2 The contractor shall remove and dispose of existing carpet and tile. All disposal shall comply with all applicable local, state and federal laws, rules and regulations. Costs of removal and disposal shall be built into the total project cost quoted on the Vendor Response and Pricing Pages of the contract; the County shall not pay additionally for removal and disposal.
- 3.1.3 All work performed under the contract shall be conducted in compliance with accepted business standards and practices for carpet and tile removal and installation.

#### 3.2 Carpet Requirements:

- 3.2.1 The contractor shall provide carpet for areas near exterior doorways that meets the following specifications. The contractor shall be responsible for making an accurate determination of the total carpet needed for the identified space:
  - a. Tandus Centiva Brand, Assertive Action #-4837 Modular Carpet Tile, or approved equal
  - b. Color: To be determined by County at time of order, e.g., Steelwork #26202 or other
  - c. Type: Walk-Off
  - d. Size: 24"X24" Tile
  - e. Pile: Minimum 0.284-inches thick
  - f. Pattern Scale: Small
  - g. Pattern Type: Texture
  - h. Primary Backing: Non-woven synthetic fiber
  - i. Construction: Symtex ®Face Weight: Minimum 27-oz/sq yd
  - j. Gauge: 1/10
  - k. Stitches Per Inch: Minimum 9.0 stitches/inch
  - l. Pile Height Average: Minimum .187 inch
  - m. Fiber System: TDX ® Nylon
  - n. Dye Method: Solution Dyed
  - o. Soil/Stain Protection: Ensure
  - p. Pattern Match: Not required
  - q. Colorfastness to Light: > 4 after 100 hours (AATCC 16E)
  - r. Fluorine: Minimum 500 ppm (CRI TM-102)
  - s. Third Party Certification NSF-140: Platinum

- t. Electrostatic Propensity: 1.1 kV (AATCC 134) – permanent conductive fiber
- u. Surface Flammability: Passes CPSC FF 1-70 (ASTM D-2859)
- v. Smoke Generation: Less than 450 (ASTM E-662)
- w. Total Recycled Content: 49.9% (27.4% Pre-Consumer; 22.5% Post-Consumer)
- x. CRI Green Label Plus Certification: GLP 1366
- y. Antimicrobial Chemicals: No antimicrobials (EPA registered pesticides) added to product (ASTM E2471-05)
- z. Flooring Radiant Panel Performance: Class 1 (mean average CRF: 0.45 w/sq cm or higher – ASTM E648)
- aa. Installation: TarkettTAPE™
- bb. Carpet Tile Backing: Ethos Omnicat Technology™
- cc. Estimated Quantity: 342 square feet of carpet for hallways

3.2.2 The contractor shall provide carpet for office space that meets the following specifications. The contractor shall be responsible for making an accurate determination of the total carpet needed for the identified space:

- a. Tandus Centiva Brand, Evoke #-A0001 Modular Carpet Tile, or approved equal
- b. Color: To be determined by County at time of order, e.g., Smoke Embers #31902 or other
- c. Size: 24”X24” Tile
- d. Pile: Minimum 0.284-inches thick
- e. Pattern Scale: Small
- f. Pattern Type: Texture
- g. Primary Backing: Non-woven synthetic fiber
- h. Construction: Symtex®
- i. Face Weight: Minimum 27-oz/sq yd
- j. Gauge: 1/10
- k. Stitches Per Inch: Minimum 9.0 stitches/inch
- l. Pile Height Average: Minimum .187 inch
- m. Fiber System: TDX® Nylon
- n. Dye Method: Solution Dyed
- o. Soil/Stain Protection: Ensure
- p. Pattern Match: Not required
- q. Colorfastness to Light: > 4 after 100 hours (AATCC 16E)
- r. Fluorine: Minimum 500 ppm (CRI TM-102)
- s. Third Party Certification NSF-140: Platinum
- t. Electrostatic Propensity: 1.1 kV (AATCC 134) – permanent conductive fiber
- u. Surface Flammability: Passes CPSC FF 1-70 (ASTM D-2859)
- v. Smoke Generation: Less than 450 (ASTM E-662)
- w. Total Recycled Content: 49.9% (27.4% Pre-Consumer; 22.5% Post-Consumer)
- x. CRI Green Label Plus Certification: GLP 1366
- y. Antimicrobial Chemicals: No antimicrobials (EPA registered pesticides) added to product (ASTM E2471-05)

- z. Flooring Radiant Panel Performance: Class 1 (mean average CRF: 0.45 w/sq cm or higher – ASTM E648)
- aa. Installation: TarkettTAPE™
- bb. Carpet Tile Backing: Ethos Omnicoat Technology™
- cc. Estimated Quantity: 5,361 square feet of carpet for offices

### **3.3 Cove Base Requirements:**

3.3.1 The contractor shall provide and install cove base as follows:

- a. Minimum 6” high, 1/8” thick cove base in hallways, kitchen, and bathrooms.
- b. Minimum 4” high, 1/8” thick cove base in offices.
- c. Color: Compatible with carpet and tile, to be determined by Sheriff’s Office.
- d. Vinyl cove base shall be used for vinyl tile flooring;
- e. Porcelain tile cove base shall be used for porcelain tile flooring;
- f. Estimated Quantity: Total 1,956 linear feet of all cove base.
- g. The cove base shall be applied to both sheetrock and concrete block walls.
- h. The cove base must be first-quality, smooth and free of defect.

### **3.4 Tile Requirements:**

3.4.1 The contractor shall provide and install tile at the Boone County Sheriff’s Administration area:

- a. For the kitchen-breakroom and most bathrooms: American Olean St. Germaine 12”X24” Group 2 Porcelain Tile, or approved equal:
  - 1) Men’s Bathroom: 40 square feet
  - 2) Women’s Bathroom: 40 square feet
  - 3) Old DARE Closet: 42 square feet
  - 4) Armory Workshop: 42 square feet
  - 5) Kitchen-Breakroom: 350 square feet
- b. For the Information Center Restroom: Centiva Luxury Vinyl Tile, or approved equal, color to be determined by Sheriff’s Department.
  - 1) Minimum 18” X 12” tile
  - 2) Minimum .12-inch thick
  - 3) Information Center Restroom: 30 square feet.

### **3.5 Floor Substrate and Site Preparation Requirements:**

3.5.1 Site Preparation: At no additional cost to the County, and prior to installation of any carpeting, tile, or cove base, the contractor must fully prepare the floor substrate for installation of the carpeting and tile to include specific tasks as further identified.

3.5.2 The contractor shall prepare the carpet and tile substrate in accordance with accepted industry standards, e.g., applicable Carpet and Rug Institute (CRI)



standards and methods, and any applicable manufacturer specifications and recommendations in order to obtain optimal performance of the carpet and tile products.

- 3.5.3 Specific tasks the contractor shall perform shall include but not necessarily be limited to:
- a. Remove all baseboard moldings by using a scribe cut to prevent damage to finished walls while removing old cove base;
  - b. Remove paint, sealer, grease, oil and other materials that will interfere with successful installation of the carpet, tile and cove base. No installation shall occur if the installation site is not considered clean, i.e., without full removal of all pre-existing site materials and residuals;
  - c. Grind or fill the floor to receive carpet and tile as required in order to provide suitable surface for laying carpet and tiles;
  - d. Patch cracks, holes, and irregularities with suitable material to provide a smooth, level surface.
- 3.5.4. Any moisture mitigation necessary to prepare the cement substrate for tile shall be conducted by the contractor, and built into the cost of the project.
- a. The contractor shall remove VCT, adhesive, and prime with TEC primer (or equal) and use Tec Ultimate mortar (or equal) for the tile.
- 3.5.5 As necessary, the contractor must install reflectorized striped safety tape on edges of existing carpeting to exposed concrete during phased work.
- 3.5.6 The contractor shall remove and dispose of all existing and pulled-up carpeting, tile, and cove base.

### **3.6 Installation Requirements and Responsibilities:**

- 3.6.1 The contractor shall fully install all carpet, tile and cove base in accordance with all applicable manufacturer recommendations. Installation shall be performed by a factory authorized representative. All installation must be coordinated with the County's designee in order to develop a finalized 'phased' work schedule (See **Attachments Three and Four**).
- 3.6.2 The contractor shall be aware that systems furniture/office structures will be moved and reinstalled by the County's contractor for systems furniture, Inside the Lines. The contractor must coordinate the carpet/tile installation with an authorized representative of Inside the Lines so that both contractors are working proactively to the benefit of the County. Contact information will be provided after contract award.

3.6.3 In addition, the contractor shall coordinate with other contractors who may be on site at the same time, e.g., paint contractor, countertops contractor, etc. because more than one renovation effort may be occurring at the same time the carpeting and tile project is underway. The direction of the Sheriff's Department shall be final in all matters of scheduling conflicts between contractors.

### **3.7 Repair and Clean-Up Responsibilities As Result of Contract Work:**

3.7.1 The contractor shall be responsible for and repair all damage to the County building, if due to neglect by the contractor's employees or subcontracted workers, and shall exercise reasonable care to avoid any damage to the building due to carelessness of their employees/workers, and must report to the County any damage to the building which may exist or may occur during the occupancy of the quarters. The contractor shall be aware that some work is to be performed in a secure jail facility and all personnel are responsible for strict inventory of tools and security of their work area.

- a. Disposal of Construction and Demolition Waste: The contractor shall be responsible for disposal of waste related to the carpet and tile project (carpet, base, adhesive and removal agents, etc.) in accordance with section 260.211 of the current Revised Statutes of Missouri. No waste shall remain on site. At the end of each work day, the contractor shall remove all waste and debris and shall leave the site neat and clean. Upon completion of installation, the contractor shall return all moldings to the original locations.
- b. Defects: The contractor must promptly correct all defects for which the contractor is responsible.
- c. Subcontractors: The contractor may use subcontractors to perform some of the work, however, the contractor shall understand and agree that the contractor bears total responsibility for all work performed under the contract.
- d. Attic Stock: The contractor may use "attic stock" but any attic stock used shall not exceed a maximum of 5% of the total installation quantity. This provision shall apply to carpet, tile and any other materials used in the installation.

### **3.8 Repair or Replacement of Damaged Product:**

3.8.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to Boone County. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

### 3.9 Warranty:

3.9.1 The contractor shall warrant and guarantee that all work shall be in accordance with all contract requirements and shall not be defective. All materials provided by the contractor shall be new material and of high quality. At minimum, the contractor shall provide the manufacturer's standard product warranty on all carpet, tile, cove base, and other materials/supplies used to complete the project.

- a. It is highly desirable that the contractor act as a liaison between the County and the manufacturer on all product issues which may arise regarding products purchased under the contract.
- b. The terms of the contract shall supersede any language to the contrary on invoices or other documents provided by the contractor, manufacturer(s), or other sources regarding any warranty terms.
- c. The warranty shall commence upon delivery and acceptance of the item(s) by the County.
- d. The contractor shall guarantee the products provided under contract shall be free from defects in materials and workmanship, given normal use and care.
- e. The County will provide prompt notice of all defects to the contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
  - 1) Correction or Removal of Defective Work: Regarding installation work conducted on the project, if required by the County, the contractor shall promptly, as directed, either correct all defective work at no additional cost to the County. The contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

### 3.10 Contractor Employee Screening and Security

3.10.1 The contractor shall agree to on-site employee including subcontracted employee background screening conducted by the Missouri State Highway Patrol as detailed in **Attachments One and Two**. All contractor personnel, including any subcontractor personnel, shall undergo a background check prior to entering the facility to begin contracted work.

### 3.11 General Employee Conduct Requirements:

3.11.1 Discharge of Employees: Any employee of the contractor who is stationed at the site of the work and who otherwise is viewed as quarrelsome, dishonest, incompetent, or inexperienced in the opinion of the County shall be removed by

the contractor upon written request of the County, and replaced by an employee who meets the acceptance of the County.

3.11.2 Subcontractors, Suppliers and Others: The contractor shall not employ any subcontractor, supplier, or other person or organization (including those acceptable to the County as indicated below), whether initially or as a substitute, whom the County may have reasonable objection. The contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work whom the contractor has a reasonable objection.

- a. If the County requires identity of any subcontractor, supplier, or other person or organization (including those who are to furnish the principal items of material and equipment) be submitted to the County in advance of the specified date prior to the effective date of the agreement or acceptance by the County, and if the contractor has submitted a list thereof in accordance with the project specifications, the County's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the contract documents) of any such subcontractor, supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the contractor shall submit an acceptable substitute at no additional cost to the County. No acceptance by the County of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the County to reject defective work.

### **3.12 Prevailing Wage Requirements:**

3.12.1 Prevailing Wage: The contractor shall pay not less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the contractor pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the contractor by the County.

- a. The contractor and all subcontractors shall be required to submit to the designated representative of the County using department one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.
- b. The contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. The contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- c. The County will check payrolls, with the following checks being made to insure proper labor compliance:
  - 1) The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll;
  - 2) Check the payroll for correct employee classification;
  - 3) Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate;
  - 4) Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
  - 5) All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll;
  - 6) All checking by the County will be made in red pencil and initialed by the checker;
  - 7) Final payroll will be marked "Final" or "last Payroll";
  - 8) A record of all payrolls will be maintained by the County.
- d. Throughout the life of the contract, a copy of the wage determination and the rules promulgated by the State of Missouri Department of Labor and Industrial Relations shall be displayed in at least one conspicuous place on the project under a heading NOTICE with the heading in letters at least one inch high.
- e. After completion of the work and before final payment can be made under this contract, the contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial

Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County provides to the contractor a project which is determined to be applicable to prevailing wage law.

### **3.13 Invoice and Payment Requirements:**

3.13.1 The contractor must submit an itemized invoice upon completion of all carpet and tile installation, and acceptance of the County. Payment will be made within thirty (30) calendar days from receipt of an accurate statement.

3.13.2 The contractor's invoice and as applicable packing slips and delivery tickets must contain the County contract number. All pricing shall be invoiced in accordance with contract pricing shown in the Vendor Response Pages of the contract.

3.13.3 Payments: For any project with a projected completion date exceeding thirty (30) calendar days, the contractor shall be allowed payment in accordance with the following schedule:

- a. No later than thirty (30) calendar days after receipt of an invoice from the contractor, the County will make partial payment to the contractor on the basis of a duly-certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the contractor, but the County will retain ten-percent (10%) of the amount of each such estimate;
- b. Final payment will be made by the County no later than forty-five (45) calendar days after final acceptance by the County.
- c. The contractor shall, by affidavit, submit to the Sheriff Department's designee, a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the surety on the bond. The acceptance by the contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the contract.
- d. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of the contract will be paid by the contractor, and the total amount of such costs will be included in the total project cost.
- e. The contractor shall pay for all materials, supplies, services, and equipment as follows:

- 1) For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and;
- 2) For all materials, tools, and other expendable equipment to the extent of 90-percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

3.13.4 Sales/Use Tax Exemption: The County will provide the contractor with a Missouri Tax Exemption letter for Boone County, Missouri and for each project performed for the County a completed Missouri Project Exemption Certificate. The contractor shall be responsible for furnishing the exemption letter and Exemption Certificate to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

3.13.5 County's Right To Withhold Certain Amounts And Make Application Thereof: The County shall have the right to withhold from payments due to the contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the contractor for labor and services rendered and materials furnished in or about the work covered by the contract, or for liquidated damages. The County is by the contract appointed the agent of the contractor to apply such retained amounts to the payment of any of the foregoing.

### **3.14 Work Changes:**

3.14.1 If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, no change shall proceed until after the County issues to the contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the contract shall be modified accordingly and only after authorization accomplished through a written contract amendment prepared by the Boone County Purchasing Office and approved by the Boone County Commission. Compensation to the contractor will be calculated as an addition to or deduction from the contract price, based upon such written terms as may be established by the County, either (a) by an



acceptable lump sum proposal of the contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the contractor, the County may perform the work with its own staff or under separate contract with another contractor.

### **3.15 Transient Employers:**

3.15.1 Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

### **3.16 Protection Of Work:**

3.16.1 The contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc, shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

### **3.17 Insurance Requirements:**

3.17.1 The contractor shall not commence work under the contract until the contractor has 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.

- a. Employer's Liability and Worker's Compensation Insurance: The contractor shall take out and maintain during the life of the 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 the 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. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the 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 the 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.
  - i. The 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. **The contractor shall include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- d. Business Automobile Liability: The contractor shall maintain during the life of the 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.
- e. Subcontractors: The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The

subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.

- g. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there shall be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar 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.
  
- h. Indemnity Agreement: To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
  - i. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
  - ii. 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.
  - iii. **Certificate Holder**: The contractor shall add the **County of Boone** as a Certificate Holder, and send the completed certificate to:

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

### 3.18 Other Contract Terms and Conditions:

- 3.18.1 Assignment/Conveyance/Transfer of Contract: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 3.18.2 Assignment of Payment: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.
- a. No assignment by the contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:
- “It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”
- 3.18.2 Contract Period: The initial contract period shall run **Date of Award through Project Completion** as indicated in the winning proposal.
- 3.18.3 Liquidated Damages: Liquidated damages in the amount of \$250.00/day will be assessed for all calendar days exceeding the project completion date.
- 3.18.4 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.
- 3.18.5 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

- 3.18.6 Estimated Quantities: The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 3.18.7 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period.
- 3.18.8 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.
- 3.18.9 Patents: The contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 3.18.10 Accident Prevention: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.
- 3.18.11 Legal Requirements: The contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 3.18.12 Equal Opportunity: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein. The contractor shall comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with the contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.
- 3.18.13 Domestic Purchasing Policy: The contractor is encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of the contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

3.18.14 Overhead Line Protection: The contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor shall understand and agree that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the 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 the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The contractor expressly waives any action for contribution against the County on behalf of the contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

3.18.15 OSHA Program Requirements: The contractor is familiar with the requirements of 292.675 RSMo. The contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors, or others acting on behalf of the contractor on-site which meets the requirements of 292.675 RSMo.

- a. The contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.
- b. The contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the contractor.

3.18.16 Bonds Requirements: If the contract is valued at \$50,000 or greater, then the following bond requirements shall apply:

- a. Performance Bond and Labor and Material Payment Bond: Upon award of the contract, the contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on forms provided by the County (see sample herein),

each in an amount equal to the full contract price, guaranteeing faithful compliance with all requirements of all contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills related to performance of contract tasks.



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. **The offeror should also include an electronic copy of the proposal on a removable storage drive.**

a. The offeror must submit the proposal to:

Boone County Purchasing Department  
Attn: Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on May 30, 2018**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

##### 4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

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

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

c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the requirements will be met.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact

on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

#### **4.3 OFFEROR'S CONTACTS WITH PURCHASING:**

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

#### **4.4 VALIDITY OF PROPOSAL RESPONSE AND RESULTING CONTRACT:**

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.4.2 Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their offer. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

#### **4.5 EVALUATION OF PROPOSALS**

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience and reliability, proposed method of performance, and contractor support.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Pages, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. While the County reserves the right to obtain clarification from the offeror regarding any part of the proposal, the County is not obligated to obtain any information from the offeror necessary for evaluation. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.



- 4.5.3 After an initial evaluation process, a question and answer interview or product demonstration may be conducted with the offeror, if deemed necessary by the County. The offeror may be asked to make an oral presentation of their proposal, or perform a product demonstration to the evaluation team at a designated Boone County location. Attendance cost must be solely at the offeror's expense. All arrangements and scheduling will be coordinated by the County.
- 4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
  - b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
  - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
  - d. The mandatory requirements of the Request for Proposal shall not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.
- 4.5.5 Evaluation of the Vendor's Experience and Reliability: The experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience providing carpet and tile, including installation to other customers including public entities such as Boone County.
- a. Name other customers and/or government agencies/municipalities for which the vendor has provided carpeting, tile and installation in the last three (3) years and provide a current contact name, email address and phone number for each account.
- 4.5.6 Evaluation of the Vendor's Method of Performance and Contractor Support: Proposals will be subjectively evaluated based on the vendor's method of performance and contractor support. Therefore, the offeror should present a written narrative, which demonstrates the vendor's schedule for performing the carpeting and tiling project at the Boone County Detention Center. The offeror is provided a section on the Vendor Response and Pricing Pages where the offeror is strongly encouraged to confirm adherence to each stated RFP requirements and to also elaborate as necessary. The language of the narrative should be

straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the Scope of Work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "shall" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Indicating that the vendor "Complies" or "Understands" the requirement is a good start, but it may not provide enough relevant detail to explain how the proposal performs the requirements which then allows subjective consideration of the vendor's product capabilities.

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

**NOTE:** The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

**REMINDER:** A Bid Bond is REQUIRED. Please refer to paragraph 1.10 for details.

(Continued on Next Page)

**5.1. PRICING:**

As applicable to the offeror’s choice as described above, the offeror must submit firm, fixed pricing that includes all carpeting, tile, cove base, installation tape, installation adhesive for the cove base, all other installation materials and supplies, including all labor and support necessary to successfully complete the project as specified herein.

**Line Item 1: Total Project Price:** \$ \_\_\_\_\_

Quote a total firm, fixed price for provision of all carpeting and tile, cove base, all installation materials and supplied, all labor and all other support necessary to successfully perform all work specified herein. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

**Itemization of Above Quoted Total Price:**

The offeror shall provide an itemization of the above quoted total price for Line Item 1 in the available space below:

**Carpeting** (Identify Carpet Tile, quantity, and unit price included in the total price quoted as line item 1 below):

Identification of Carpet Tile	Quantity	Unit Price Per Each	Sub-Total Price for Carpet
Centiva Brand Assertive Action Walk-Off Modular Carpet Tile, 18” X 18” square			
Centiva Brand Evoke Modular Carpet Tile, 18” X 18” square			
<b>Total Price for Carpet:</b>			<b>\$</b>

**Tile** (Identify tile, quantity, and unit price included in the total price quoted as line item 1 below):

Identification of Carpet Tile	Quantity	Unit Price Per Each	Sub-Total Price for Tile
American Olean Brand St. Germain Porcelain Tile, 12” X 24” square			
Centiva Brand Luxury Vinyl Tile 18” X 12”			
<b>Total Price for Tile:</b>			<b>\$</b>

**Materials/Supplies** (Identify components, quantity, and unit price included in the total price quoted as line item 1 below):

Identification of Necessary Materials/Supplies Item	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Materials/Supply Item
Tarkett Tape for Carpet Tile Installation			
4" Cove Base - Vinyl			
6" Cove Base - Vinyl			
12" Cove Base - Vinyl			
4" Cove Base - Porcelain			
6" Cove Base - Porcelain			
12" Cove Base - Porcelain			
Cove Base Adhesive			
Total Price Materials/Supplies:			\$

**Labor and All Other Cost Components** (Identify other cost components including labor and support, quantity/hours, and unit price below included in the total price quoted as line item 1.):

Identification of Labor and Other Cost Item(s)	Quantity/Hours	Unit Price Per Each	Sub-Total Price for Labor and the Specific Cost Item
Total Price for Labor and All Other Cost Components:			\$

**Note:** All price totals from the itemizations for carpet, tile, materials, supplies, labor, support, and all other cost components must equal the project total price quoted for line item 1 when added together.

**5.2 Vendor's Experience and Reliability:**

The offeror should provide reference contact information below regarding provision of carpet and tile including installation similar to what is being offered to Boone County:

**Vendor's References:**

Company/Entity Name: \_\_\_\_\_

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

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

=====

Company/Entity Name: \_\_\_\_\_

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

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

**5.3 Proposed Method of Performance and Contractor Support**

**Delivery:**

**Delivery of Work Materials to Site**

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order:

\_\_\_\_\_ calendar days ARO for carpet and installation materials/supplies including cove base.

\_\_\_\_\_ calendar days ARO for tile and installation materials/supplies including cove base.

**Project Start Date:** Carpet/Tile installation shall begin \_\_\_\_\_ calendar days ARO after Purchase Order and Notice to Proceed are Received by the Vendor.

**Project Completion Date:** Carpet/Tile installation including cove-base installation shall be completed within \_\_\_\_\_ calendar days after the project start date.

**Project Time Line Detail:**

The vendor should identify below each task to complete the carpeting and tiling project at the Boone County Detention Center with a projected time frame in calendar days (full/partial) to complete each task in the chart below:

<b>Project Task</b>	<b>General Description of What Is To Be Done</b>	<b>Number of Calendar Days to Complete (give full and partial count)</b>

**Single Point of Contact:**

Describe below how the vendor will perform as a single point of contact for the County regarding all warranty issues for the carpet, tile and installation, providing direct contact information, days/hours of availability including time to be on-site if needed:

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**Stock:**

Address in the space provided if the vendor intends to use all new stock or if the vendor plans to use some "attic" stock (shall not exceed 5% of total) in performing the installation:

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**Direct or Subcontracted Work:**

Address in the space provided if the carpet/tile removal and carpet/tile installation will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the removal and installation work. If any subcontractors are to be used, then identify the subcontractor by name and location.

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**Warranties:**

The vendor should state the warranty periods below specific to carpet, tile and labor. The warranty shall commence upon delivery and acceptance of the supplies and completion of work by Boone County.

Warranty on Carpet: \_\_\_\_\_

Warranty on Tile: \_\_\_\_\_

Warranty on Labor: \_\_\_\_\_

**Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes      \_\_\_\_\_ No



*(The vendor should complete and return with the proposal)*

## **CERTIFICATION REGARDING LOBBYING**

### *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

*(The vendor should complete and return with the proposal)*

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

**Liz Palazzolo**  
**Senior Buyer**



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

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### **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.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:  
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:  
<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor may do **one of the three options** listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If the vendor chooses option number two, then the vendor will also need to complete and return the attached form *Affidavit*.

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

County of \_\_\_\_\_ )  
  )ss  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_ . I am an authorized agent of \_\_\_\_\_  
\_\_\_\_\_ (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 hereto.

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

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

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

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

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

**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

**Options**

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (*copy attached – see following page*) which may allow for temporary 90-day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

**AFFIDAVIT**  
**(Only Required for Certification of Individual Bidder (Option #2))**  
*- see previous page -*

State of Missouri                    )  
  )ss  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

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

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

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

My Commission Expires:

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

***Performance Bond Exhibit – To Be Completed At Time of Award***

The following is informational. Any performance bond prepared under a contract awarded by this RFP shall follow this format.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

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

**CONTRACT NUMBER 09-30MAY18  
BOONE COUNTY DETENTION CENTER CARPET AND TILE PROJECT  
BOONE COUNTY, MISSOURI**

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract price”, as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.



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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_

(Attorney-In-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

\_\_\_\_\_

***Labor and Material Bond Exhibit – To Be Completed At Time of Award***

The following is informational. Any labor and material bond prepared under a contract awarded by this RFP shall follow this format.

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_,

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

\_\_\_\_\_ DOLLARS

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

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

**CONTRACT NUMBER 09-30MAY18  
BOONE COUNTY DETENTION CENTER CARPET AND TILE PROJECT  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



**"No Bid" Response Form**

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

Liz Palazzolo, Senior Buyer  
(573) 886-4392 Fax: (573) 886-4390  
E-Mail: lpalazzolo@boonecountymo.org

**"NO BID RESPONSE FORM"**

**NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID**

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail, e-mail or fax.

**Bid: RFP #09-30MAY18 – Carpet and Tile with Installation**

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Reason(s) for Not Submitting Proposal Response :

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

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. 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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018

## **ATTACHMENT ONE**

### **Contractor Background Screening Policy**

As a normal business activity, Missouri law enforcement agencies may contract with external companies to perform various duties for their agency. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. In an effort to better streamline this process for contractors performing work at more than one Missouri law enforcement agency, the Missouri State Highway Patrol has implemented a program to manage these background check files centrally. This allows contractors to perform fingerprint checks and complete security awareness training requirements one time rather than with each contracting agency.

This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States or is a non-US Citizen, further steps may need to be taken. The MSHP Security Unit can provide more details regarding this process upon request. Qualification to work on contract will be based upon the following criteria:

- A felony conviction or guilty plea will be an automatic disapproval of the candidate.
- Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
- Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
- Any other misdemeanor convictions and guilty pleas **may** be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.

For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company, if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.

Contractors will be required to undergo a background check at a minimum once every five years. To maintain up-to-date files, the MSHP Security Unit will perform name-based checks every two years or when a new contract is executed whichever is more frequent. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.

The CSO or their designee will maintain a list of contractors who have been approved to work at the Missouri State Highway Patrol or other Missouri Law Enforcement Agencies.

If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five year limit.

The CSO for the Missouri State Highway Patrol has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at anytime.

**ATTACHMENT TWO**



Department of Public Safety  
**MISSOURI STATE HIGHWAY PATROL**  
Colonel Sandra K. Karsten, Superintendent



An  
Internationally  
Accredited  
Agency

**Eric R. Greitens**  
Governor

**Charles A. (Drew) Juden**  
Director

Date

Name  
Company  
Address  
Address

Dear :

This packet contains information and documents that will help you complete the process to become compliant with two of the major FBI CJIS Security Policy requirements for contractors/vendors. In lieu of performing background checks and security awareness training with each agency your organization does business with in the State of Missouri, the Missouri State Highway Patrol (MSHP) CJIS Security Unit has developed a process to centrally manage the fingerprints and security awareness training for vendors/contractors. This will allow other agencies within Missouri to refer to the MSHP during audits for those specific policy requirements. Even though the MSHP is managing those two items, your company will be required to abide by any additional policies and procedures required by the agency with which you execute a contract.

Each employee from your company who requires unescorted physical and/or logical access to criminal justice information is required to undergo a fingerprint-based background check. To complete this process, please return the completed fingerprint cards, along with a check to cover the appropriate processing fees to the address listed below. Incomplete or partial documentation will not be processed.

Please provide the following documents for each employee requiring access:

Submit completed Fingerprint Card  
Under Employer and Address – must indicate Company Name  
Under Reason Fingerprinted – must indicate Contractor  
Under ORI – must use MOMHP0070

Criminal background check fee of \$32.00 per applicant



Please remit payment for processing by check or money order payable to the "Criminal Record System Fund" of the Missouri State Highway Patrol. All documentation, including payment, must be returned to:

Missouri State Highway Patrol  
Criminal Justice Information Services Division  
Attn: Accounting Unit, Nikki Wrinkles  
1510 East Elm Street  
Post Office Box 9500  
Jefferson City, MO 65102-9500

Also included is a copy of the Contractor Background Screening Policy. This policy provides further guidance on the background screening process.

Upon the completion of the background check the Patrol will not release any information to the agency or to your organization in regards to the background checks. The Patrol will issue a response of either "Access Allowed" or "Access Not Allowed" for everyone. The Patrol will maintain a list of accesses allowed employees for your company.

Finally, FBI CJIS Security Policy section 5.2 requires that all personnel with physical and/or logical access to criminal justice information complete security awareness training and renew that training biannually for the duration of the contract. The MSHP has purchased a solution to provide and track this security awareness training for all your employees via the [www.cjisonline.com](http://www.cjisonline.com) portal. Please contact the CJIS Security Unit at the number below to set up your agency in the CJIS online system.

If you have any questions, please feel free to call the CJIS Security Unit at 573-526-6153, x2658.

Sincerely,

CHRISTOPHER S. JOLLY, Captain  
Criminal Justice Information Services Division

enc

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

Section 010

**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2017**

Last Date Objections May Be Filed: **April 10, 2017**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction/Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/17		\$27.32	122	76	\$12.08
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

b - All work over \$7 Mil. Total Mech. Contract - \$38.00, Fringes - \$26.93  
All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**REPLACEMENT PAGE  
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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**NO. 28:** Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**REPLACEMENT PAGE  
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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.



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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.



**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

**NO. 44:** All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

## **BOONE COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction)\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$28.14	21	5	\$25.89
Group II	6/17	\$27.79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/17	\$29.87	25	21	\$12.85
Group II	6/17	\$30.03	25	21	\$12.85
Group III	6/17	\$30.02	25	21	\$12.85
Group IV	6/17	\$30.14	25	21	\$12.85

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE  
BOONE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.



**REPLACEMENT PAGE  
BOONE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 27:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 18

County of Boone

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In the County Commission of said county, on the 26th day of July 20 18

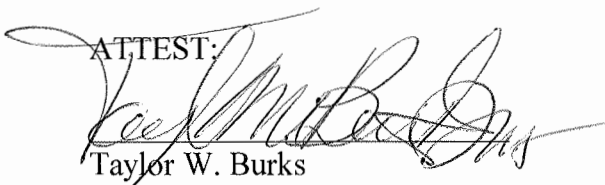
the following, among other proceedings, were had, viz:


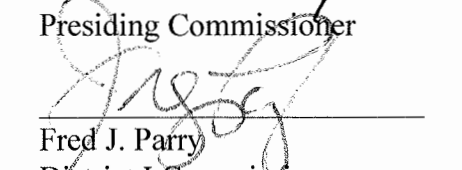
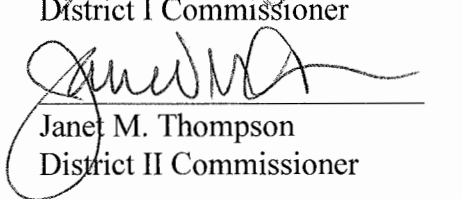
Now on this day the County Commission of the County of Boone does hereby approve the attached Approval of Proposal for Consultant Services form with PW Architects, Inc. to provide consulting services for new vehicle storage and facility improvement at the Road & Bridge Site – Tom Bass Road.

The terms of the Agreement are stipulated in the attached Proposal for Consultant Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said Proposal for Consultant Service form.

Done this 26th day of July, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the \_\_\_\_\_ day of July, 2018, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

**Consultant Name:** PWArchitects, Inc.

**Project/Work Description:** Operational and space planning for the Road & Bridge Department including the needs of the Sheriff's Dept.

**Proposal Description:** Planning Services Proposal-New Vehicle Storage and Facility Improvements, Road & Bridge Site - Tom Bass Road

**Modifications to Proposal:** Fees and expenses shall not exceed \$9,500 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

PWArchitects, Inc.

By [Signature]  
Title VICE PRESIDENT

Dated: 7.11.18

BOONE COUNTY, MISSOURI

By [Signature]  
Presiding Commissioner

Dated: 7.26.18

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**ATTEST:**

[Signature]  
County Clerk

**APPROVED:**

[Signature]  
Department Director

**Certification:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

[Signature] 7/16/18 2041-71101  
Auditor by aff Date



June 21, 2018

Greg Edington, Director  
Boone County Public Works-Road and Bridge  
5551 S. Tom Bass Rd.  
Columbia, MO 65201

Re: Planning Services Proposal-New Vehicle Storage and Facility Improvements, Public Works Site-  
Tom Bass Road

Dear Greg:

Thank you for the opportunity to submit this proposal for design services for the Assessment of need for the new storage building to be located on the current County Facility site on Tom Bass Road. The plans we have discussed will be comprised of documenting the need through Owner and stakeholder interview and analysis of the existing site as well as requirements as dictated by the Building Code.

During this process we will provide analysis that will indicate the following:

1. Recommended building sizes, orientations and program based on Owner Interviews and requirements. We will recommend building construction type based on those needs.
2. Placement options for the buildings on the site which will indicate location and proposed utility needs.
3. An estimate of probable costs for the construction of the facility and required improvements.

We have included a description of Services and Fees that will be necessary for the study and planning efforts. This will generally include analysis by PWA for Architecture and recommendations from a Civil Engineering Consultant through this process to PWA for any storm water related recommendations related to the project.

Included is a general description of our proposed services along with a fee proposal for the services as you have requested.

If you have any questions, please call.

Sincerely,  
PWA Architects, Inc.

A handwritten signature in black ink, appearing to read 'Erik Miller', is written over a horizontal line.

Erik Miller, AIA, CDT  
Principal

EM:em  
Enclosure

**Project Description and Services:**

PWA will provide a report with drawings that comprise the overall needs for new Vehicle Storage/Shelter, Car Wash and reorganization of the existing facilities for maintenance to be located on the existing Public Works site located on Tom Bass Road.

The Purpose of this study is to:

- a. Understand and optimize space needs for vehicle storage and light maintenance of vehicles.
- b. Understand and optimize space utilization for support offices and spaces within the facility.
- c. Make recommendations for building locations to optimize vehicular loading and use as well as the potential for expansion.
- d. Understand Utility needs associated with all the above.

PWA will provide diagrams and written information using data from the County as well as the following during the process and in the final report:

- a. Review for the property to determine any constraints based on existing codes.
- b. Site review to determine the following:
  - Physical constraints of the property in consideration of use and expansion.
  - Existing utility location and size
  - Existing parking and loading
- c. Site Plans and diagrams to support and explain the location and placement along with proposed space needs.
- d. Floor plans and diagrams developed with you to show both a building space use program and overall schematic plan.
- e. Overall Review noting the following:
  - Building Code Analysis
  - Building Mechanical/Electrical Systems recommendations.
  - Investigation of any necessary requirements for Building and Zoning Codes and Ordinances.
- f. Cost Estimates
  - Probable Construction Costs including building, site and infrastructure necessary to construct the facility.

For the purposes of information gathering PWA will conduct meetings with you and all stakeholders to determine the overall space requirements and specific physical needs for the facility. During these meeting we will endeavor to work together to determine:

- a. What types of information are to be included in the study and solicit that information where necessary to determine final decisions.
- b. Solicit data and input on Owner specific equipment that needs to be housed as well as the total occupancy types.
- c. Solicit information for data and input on vehicle and material storage requirements.
- d. Solicit information for requirements of any support uses for the new building/s.

Multiple meetings will be required to compile all the information and we will work with you to schedule meetings at appropriate times and locations to best suit the schedule needs for the deliverables.

**Project Schedule:**

We will develop a schedule with you to complete the necessary materials, commencing within two weeks of Authorization to Proceed. We believe that from inception to final report that this process will take approximately 6 weeks.

**Deliverables for the Final Facilities Plan:**

- a. Up to 8 paper copies of a Final Report and drawings showing final building locations options and all programming and space needs analysis.
- b. One electronic copy of the report and all drawings in .pdf form.

**Fee Proposal:**

For the above scope of work, the services listed above will be performed **for a stipulated sum fee of \$9,500.00.**

**Exclusions:**

Items listed below are specifically excluded from this Scope but can be provided as an additional service following the study as a separate proposal.

- Final Design and Construction Documents for the required improvements.
- Structural Engineering.
- Civil Engineering including storm water studies
- Zoning Processing Assistance
- Surveying
- Geotechnical Investigations