

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

June Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 30th day of June 2020

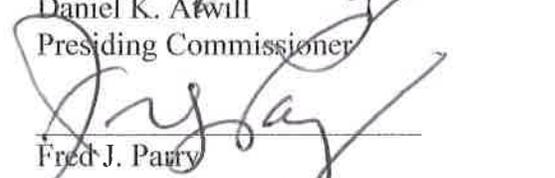
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Virginia Dooley to rezone from C-GP (Planned General Commercial) to R-S (Single-Family Residential) on 5.41 acres, located at 4558 W. Gibbs Road, Columbia, Missouri.

Done this 30th day of June 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

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

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

June Session of the April Adjourned

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In the County Commission of said county, on the

30th

day of

June

2020

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

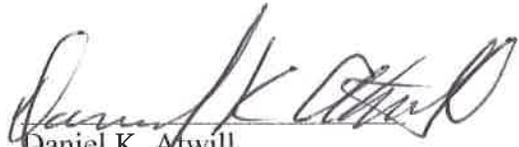
Now on this day, the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorizes the Presiding Commissioner to sign them:

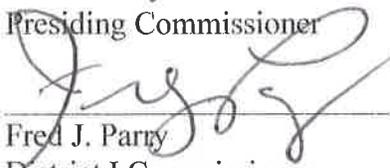
- Bellaridge Subdivision Plat 3. S34-T46N-R12W. A-R. Bryan and Leslie Crump, owners. Anthony Derboven, surveyor.
- Champetra Lake North Shore Section Two Replat. S13-T45N-R12W. David and Veronica Marian, owners. Keith Brickey, surveyor.
- B & B. S36-T47N-R13W. A-2. Black Dog Consulting and Development LLC, owners. Curtis E. Basinger, surveyor.

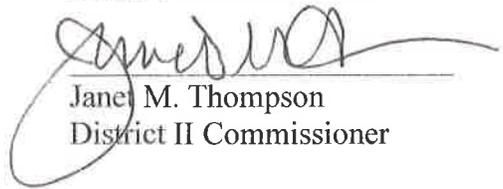
Done this 30th day of June 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

30th

day of

June

2020

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from Resource Management to account for the additional funding provided by the DNR 319 grant for the Greater Bonne Femme Watershed project.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2142	3411	DNR 319 Greater Bonne Femme	Federal Grant Reimburse		59,811
2142	23001	DNR 319 Greater Bonne Femme	Printing		2,400
2142	71100	DNR 319 Greater Bonne Femme	Outside Services		1,211
2142	71101	DNR 319 Greater Bonne Femme	Professional Services		37,800
2142	71202	DNR 319 Greater Bonne Femme	Contractor Costs		16,200
2142	84010	DNR 319 Greater Bonne Femme	Reception/Meetings		1,100
2142	86300	DNR319 Greater Bonne Femme	Testing		1,100
					119,622

Done this 30th day of June 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMEN

Please return purchase req with back-up to Auditor's Office.

6/17/20  
**EFFECTIVE DATE**

**RECEIVED**  
JUN 17 2020

**FOR AUDITORS USE**  
  
(Use whole \$ amounts)  
Transfer From    Transfer To  
Decrease        Increase

Dept	Account	Fund/Dept Name	BOONE COUNTY AUDITOR Account Name	Transfer From Decrease	Transfer To Increase
2142	3411	DNR 319 Greater Bonne Femme	Federal Grant Reimburse		59,811
2142	23001	DNR 319 Greater Bonne Femme	Printing		2,400
2142	71100	DNR 319 Greater Bonne Femme	Outside Services		1,211
2142	71101	DNR 319 Greater Bonne Femme	Professional Services		37,800
2142	71202	DNR 319 Greater Bonne Femme	Contractor Costs	\$59,811	16,200
2142	84010	DNR 319 Greater Bonne Femme	Reception/Meetings		1,100
2142	86300	DNR 319 Greater Bonne Femme	Testing		1,100
				-	<b>119,622</b>

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

This budget amendment is to account for the additional funding provided by the DNR 319 grant for the Greater Bonne Femme Watershed project. There is no new expense to the County.  
*GRANT AMENDMENT BONNE FEMME*

  
\_\_\_\_\_  
**Requesting Official**

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

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments:

*cy*  
\_\_\_\_\_  
**Auditor's Office**  
**PRESIDING COMMISSIONER**

*AGENDA*

  
\_\_\_\_\_  
**DISTRICT I COMMISSIONER**

  
\_\_\_\_\_  
**DISTRICT II COMMISSIONER**

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
**FINANCIAL ASSISTANCE AGREEMENT**

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION			
RECIPIENT NAME Boone County Commission		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (573) 886 - 4491	
ADDRESS 801 E. Walnut, Room 315		CITY Columbia	STATE MO
ZIP CODE 65201			
UNIQUE IDENTIFIER (DUNS NUMBER)	PROJECT NUMBER G19-NPS-01	BUDGET PERIOD 8/1/2018 - 7/31/2021	PROJECT PERIOD 8/1/2018 - 7/31/2021
RECIPIENT PROJECT MANAGER NAME Lynne Hooper		RECIPIENT PROJECT EMAIL ADDRESS Lhooper@boonecountymmo.org	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 886 - 4491

PROJECT INFORMATION			
RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) Greater Bonne Femme Watershed Based Plan Development and Demonstration: A watershed plan containing EPA's nine critical planning elements will be developed for the Greater Bonne Femme Watershed (GBFW) - comprised of the Bonne Femme and Little Bonne Femme subwatersheds. The plan will be developed to help improve and protect water quality in the GBFW by identifying pollutant sources, identifying management practices to be implemented and critical areas for their implementation, setting reachable goals and a timeline for implementing projects, and establishing an evaluation and monitoring program. The project will implement a demonstration project to inform the public about practices that can be installed to address the GBFW's bacteria impairments.			
TYPE OF ASSISTANCE New Award <input type="checkbox"/> Amendment <input checked="" type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 66.460	CFDA NAME Nonpoint Source Implementation
STATE PROJECT MANAGER NAME Karen Westin (karen.westin@dnr.mo.gov)		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 522 - 2880	INDIRECT COST RATE FOR RECIPIENT 1.00%
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
<b>Federal Award:</b>	\$ 75,786.00	49.00 %	\$ 59,811.00	52.00 %	\$ 135,597.00	50.00 %
<b>State/Other Award:</b>	\$ 0.00	0.00 %	\$ 0.00	0.00 %	\$ 0.00	0.00 %
<b>Recipient Match:</b>	\$ 77,534.00	51.00%	\$ 55,729.00	48.00%	\$ 133,263.00	50.00%
<b>Total Award:</b>	\$ 153,320.00	100.00%	\$ 115,540.00	0.00%	\$ 268,860.00	100.00%

AGREEMENT ADMINISTRATION					
THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:					
APPLICABLE PROGRAM GUIDELINES Title 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, etc.					RECIPIENT APPLICATION, AS NEGOTIATED, DATED
BUDGET PLAN Attachment # <u>B</u>	DETAILED SCOPE OF WORK Attachment # <u>A-1</u>	SPECIAL CONDITIONS Attachment # <u>C</u>	GENERAL TERMS AND CONDITIONS Attachment # <u>D</u>	SUSPENSION/DEBARMENT Attachment # _____	PUBLIC LAW Attachment # _____
PUBLICATIONS Attachment # _____	EPA MBE/WBE UTILIZATION Attachment # <u>G</u>	CERTIFICATE REGARDING LOBBYING Attachment # <u>H</u>	INVOICE Attachment # <u>A-2</u>	ADDITIONAL ATTACHMENTS Attachment # <u>A-3,4</u> Attachment # <u>I, la</u>	

AMENDMENT INFORMATION	
AMENDMENT ID #1	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) Amendment: Extends the budget and project periods closing date by 12 months (from July 31, 2020 to July 31, 2021), increases funding to accommodate unexpected costs, and updates the milestones schedule. (Previous project and budget period: August 1, 2018 to July 31, 2020)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)			
FEDERAL AWARD PROJECT TITLE AND DESCRIPTION FY15 Nonpoint Source Implementation Grant (C9007407-21) - 780-0140-3440-3476-W5PD (\$65,284.00) FY17 Nonpoint Source Implementation Grant (C9007407-23) - 780-0140-3440-3476-NPAD (\$70,313.00)			
FEDERAL AWARING AGENCY EPA	FEDERAL AWARD ID NUMBER See above	PASS THROUGH ENTITY NAME MoDNR, SWCP	
FEDERAL FUNDING YEAR See above	FEDERAL AWARD DATE	TOTAL AMOUNT OF FEDERAL AWARD \$	INDIRECT COST RATE FOR MoDNR 29.76%

APPROVAL		
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Carol Comer, Director	SIGNATURE	DATE
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE

## Fund Statement - Stormwater Grants Fund 214 (Nonmajor)

	2018 Actual	2019 Budget	2019 Estimated	2020 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	75,786	75,786	59,811
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	-	-	-	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>75,786</u>	<u>75,786</u>	<u>59,811</u>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund Balance Used for Operations</b>	-	-	-	-
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ -</b>	<b>75,786</b>	<b>75,786</b>	<b>59,811</b>
<b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	5,680	5,680	2,400
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	-	60,284	60,284	55,211
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	9,072	9,072	2,200
Fixed Asset Additions	-	-	-	-
<b>Total Expenditures</b>	<u>-</u>	<u>75,036</u>	<u>75,036</u>	<u>59,811</u>
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL FINANCIAL USES</b>	<b>\$ -</b>	<b>75,036</b>	<b>75,036</b>	<b>59,811</b>
<b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ -	-	-	750
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	-	750	750	-
<b>FUND BALANCE (GAAP), end of year</b>	<u>-</u>	<u>750</u>	<u>750</u>	<u>750</u>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>NET FUND BALANCE, end of year</b>	<b>\$ -</b>	<b>750</b>	<b>750</b>	<b>750</b>
Net Fund Balance as a percent of expenditures	#DIV/0!	1.00%	1.00%	1.25%

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STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 30th day of June 2020

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from Emergency Management Operations to budget for the remaining expenses for the LEPC Budget Fiscal Year 07/01/19-06/30/20.

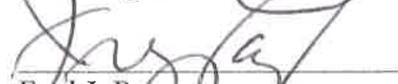
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2101	23050	LEPC/CEPF	Other Supplies		4,700
2101	70050	LEPC/CEPF	Software Service Contract		300
2101	84300	LEPC/CEPF	Advertising		150
					5,150

Done this 30th day of June 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

6/5/20

**EFFECTIVE DATE**

**FOR AUDITORS USE**

(Use whole \$ amounts)

**Transfer From      Transfer To  
Decrease              Increase**

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2101	23050	LEPC/CEPF	Other supplies		4,700
2101	70050	LEPC/CEPF	Software Service Contract		300
2101	84300	LEPC/CEPF	Advertising		150
				-	<b>5,150</b>

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

Remaining expenses for LEPC Budget Fiscal Year 07/01/19-06/30/20

*Chris Kelley*  
\_\_\_\_\_  
Requesting Official

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

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: LEPC Budget 01/01/20 - 06/30/20

5  
\_\_\_\_\_  
Auditor's Office

*Agenda*

*[Signature]*  
\_\_\_\_\_  
PRESIDING COMMISSIONER

*[Signature]*  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

*[Signature]*  
\_\_\_\_\_  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

## Fund Statement - Local Emergency Planning Committee Fund 210 (Nonmajor)

		2019 Actual	2020 Budget
<b>FINANCIAL SOURCES:</b>			
<b>Revenues</b>			
Property Taxes	\$	-	-
Assessments		-	-
Sales Taxes		-	-
Franchise Taxes		-	-
Licenses and Permits		-	-
Intergovernmental		8,627	-
Charges for Services		-	-
Fines and Forfeitures		-	-
Interest		422	-
Hospital Lease		-	-
Other		-	-
<b>Total Revenues</b>		<b>9,049</b>	<b>-</b>
<b>Other Financing Sources</b>			
Transfer In from other funds		-	-
Proceeds of Long-Term Debt		-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)		-	-
<b>Total Other Financing Sources</b>		<b>-</b>	<b>-</b>
<b>Fund Balance Used for Operations</b>		<b>5,465</b>	<b>5,150</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$</b>	<b>14,514</b>	<b>5,150</b>
 <b>FINANCIAL USES:</b>			
<b>Expenditures</b>			
Personal Services	\$	-	-
Materials & Supplies		8,210	4,700
Dues Travel & Training		5,950	-
Utilities		-	-
Vehicle Expense		-	-
Equip & Bldg Maintenance		-	-
Contractual Services		216	450
Debt Service (Principal and Interest)		-	-
Emergency		-	-
Other		138	-
Fixed Asset Additions		-	-
<b>Total Expenditures</b>		<b>14,514</b>	<b>5,150</b>
<b>Other Financing Uses</b>			
Transfer Out to other funds		-	-
Early Retirement of Long-Term Debt		-	-
<b>Total Other Financing Uses</b>		<b>-</b>	<b>-</b>
<b>TOTAL FINANCIAL USES</b>	<b>\$</b>	<b>14,514</b>	<b>5,150</b>
 <b>FUND BALANCE:</b>			
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>\$</b>	<b>19,142</b>	<b>13,677</b>
Less encumbrances, beginning of year		-	-
Add encumbrances, end of year		-	-
Fund Balance Increase (Decrease) resulting from operations		(5,465)	(5,150)
<b>FUND BALANCE (GAAP), end of year</b>		<b>13,677</b>	<b>8,527</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>			
		-	-
<b>NET FUND BALANCE, end of year</b>	<b>\$</b>	<b>13,677</b>	<b>8,527</b>
 Net Fund Balance as a percent of expenditures		 94.23%	 165.58%

Year	2020	Opening Balance	13,540.34
Fund	210 LOCAL EMERG PLANNING COMMITTEE	Actual YTD Credits	14,706.48
Acct	1000 CASH & INVEST IN TREASURY	Actual YTD Debits	14,834.33
Account Type	A ASSET		
Normal Balance	D DEBIT	Current Balance	13,668.19

Transaction Code	Effective Date	Description	Orig Document	Process Date	Amount
40	3/31/2020	REV JE T2020-93	A 2020	143	1.34-
40	3/31/2020	I 03/31/2020 Overnight Interes	T 2020	109	1.65
40	3/31/2020	I 03/31/2020 Interest Received	T 2020	110	14.36
40	3/31/2020	I 03/31/2020 Capital Gains	T 2020	113	1.34
30	4/13/2020	STATE REIMB-GRANT/PROGRAM/OTHR	2020	1262	14,687.36
33	4/13/2020	PREPAID WIRELESS SERVICE FEE	2020	1262	14,687.36-
40	4/30/2020	I 04/30/2020 Overnight Interes	T 2020	123	.19
40	4/30/2020	I 04/30/2020 Interest Received	T 2020	124	21.09
40	4/30/2020	I 04/30/2020 Capital Gains	T 2020	127	28.36

Bottom

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc

13,668.19 \*  
 5,150.00 \*  
 8,518.19 \*

06/10/20 10:23:29

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2019	2101	LEPC-CEPF GRANT	20000	22000	POSTAGE		300.00	.00	300.00
	2101	LEPC-CEPF GRANT		23000	OFFICE SUPPLIES		50.00	.00	50.00
	2101	LEPC-CEPF GRANT		23050	OTHER SUPPLIES		8,500.00	8,210.39	289.61
					TOTAL		8,850.00	8,210.39	639.61
2019	2101	LEPC-CEPF GRANT	30000	37200	SEMINARS/CONFERENC		200.00	.00	200.00
	2101	LEPC-CEPF GRANT		37210	TRAINING/SCHOOLS		7,000.00	5,950.00	1,050.00
					TOTAL		7,200.00	5,950.00	1,250.00
2019	2101	LEPC-CEPF GRANT	70000	70050	SOFTWARE SERVICE C		150.00	216.00	66.00
	2101	LEPC-CEPF GRANT		71110	CONTRACT LABOR		600.00	.00	600.00
					TOTAL		750.00	216.00	534.00
2019	2101	LEPC-CEPF GRANT	80000	84300	ADVERTISING		150.00	138.96	11.04
					TOTAL		150.00	138.96	11.04
					TOTAL		16,950.00	14,515.35	2,434.65

FY 19-20

FY 19-20

\*\*\* END OF REPORT \*\*\*



# GLOBAL TEST SUPPLY

The Test, Measurement & Supply Co.

1-888-610-7664  
sales@GlobalTestSupply.com

 **FREE SHIPPING** ON ONLINE ORDERS  
OVER \$96

**Company:** BOONE COUNTY OEM  
**Account Number:** 463075  
**Purchase Order:** 2101 LEPC

#### Billing

2145 E COUNTY DR  
COLUMBIA, MO, US  
65202

#### Shipping

2145 E COUNTY DR  
COLUMBIA, MO, US  
65202

Hello DELLA,

This email confirms that we have received your order. We will be shipping out your order as soon as it has cleared our system.

Your Order #216863 (placed on Thursday, May 21 2020 12:17:48 EDT)

Qty	Description	Availability	Price	Subtotal
	<b>Fluke 568 Contact and Infrared Temperature Thermometer</b>			
10	Model: 568   UPC: 095969400374	Stock	\$377.19	\$3,771.90
			Reg. Price: \$459.99	

#### Payment Details

Payment Type: **Credit Card**  
Currency: USD

Subtotal: **\$3,771.90**

Free Shipping:

**\$0.00**

**Total: \$3,771.90**

CTL Scientific Supply Corp

1016-3 Grand Blvd  
Deer Park, NY 11729

**Invoice**

Date	Invoice #
5/29/2020	459308

**PAID**  
05/29/2020

<b>Bill To</b> Boone County OEM Della Luster 801 E Walnut Columbia, MO 65201	<b>Ship To</b> Boone County OEM Della Luster 2145 E County Dr Columbia, MO 65202
--	--

S.O. No.	P.O. No.	Terms	Account #
S-69963	internet# 8528	CREDIT CARD	

Item	Description	Ordered	Prev. Inv...	Backor...	Invoiced	Rate	Amount
HM-100	HAZMAT 3 item pack (F-100 Fluoride Test Paper, 90758 Potassium Iodide Starch Paper, UNIV-114LD Universal 1-14 pH paper)	2	0	0	2	63.00	126.00
Freight Char...	Freight Charges					11.52	11.52

<b>Total</b>	\$137.52
<b>Payments/Credits</b>	-\$137.52
<b>Balance Due</b>	\$0.00

Phone #	Fax #
631-242-4249	631-242-4504

Web Site
ctlscientific.com

Order Confirmation

Order #112-4678765-8482647

PO# 2101 LEPC

Hello DELLA LUSTER,

Thank you for shopping with us. We'll send a confirmation once your items have shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of County of Boone Missouri.

Your estimated delivery date is:

**Monday, June 1 -  
Thursday, June 4**

Your shipping speed:

 **Standard Shipping**

Your order will be sent to:

**DELLA LUSTER  
COLUMBIA, MO  
United States**

[Order Details](#)

Order Details

Order #112-4678765-8482647

Placed on Thursday, May 21, 2020



6 x Nanuk 920 Waterproof Hard Case with Foam  
Insert - Orange  
Electronics  
Sold by Zack Electronics Inc  
Condition: New

**\$124.29**

Item Subtotal:	\$745.74
Shipping & Handling:	\$0.00
Total Before Tax:	\$745.74
Estimated Tax:	\$0.00
<b>Order Total:</b>	<b>\$745.74</b>

To learn more about ordering, go to [Ordering from Amazon.com](#).  
If you want more information or need more assistance, go to [Help](#).

**BOONE COUNTY LOCAL EMERGENCY PREPAREDNESS COMMITTEE (LEPC)**

**MERC BUDGET PERIOD FOR: 07/01/2019 to 06/30/2020**

*BOONE COUNTY GOVERNMENT BUDGET PERIOD: 01/01/2019 TO 12/31/2020*

	2019						2020						TOTAL
	JUL*	AUG	SEP	OCT*	NOV	DEC	JAN*	FEB	MAR	APR*	MAY	JUN	
<b>LEPC REVENUE</b>	\$ 10,997.12	\$ 17.18	\$ 19.67	\$ 8.90	\$ 17.17	\$ 8,646.30	\$ 16.43	\$ 44.43	\$ 17.35	\$ 49.64	\$ -	\$ -	\$ 19,834.19
CEPF GRANT	\$ 10,955.52	\$ -	\$ -	\$ -	\$ -	\$ 8,626.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,582.23
Beginning Balance	\$ 10,955.52												\$ 10,955.52
MERC Fiscal Year (July 1 to June 30) Grant Award													\$ -
Grant - State Reimbursement						\$ 8,626.71							\$ 8,626.71
Other Income	\$ 41.60	\$ 17.18	\$ 19.67	\$ 8.90	\$ 17.17	\$ 19.59	\$ 16.43	\$ 44.43	\$ 17.35	\$ 49.64	\$ -	\$ -	\$ 251.96
Account Interest	\$ 41.60	\$ 17.18	\$ 19.67	\$ 8.90	\$ 17.17	\$ 19.59	\$ 16.43	\$ 44.43	\$ 17.35	\$ 49.64			\$ 251.96
Donations													\$ -
													\$ -
<b>TOTAL INCOME</b>	\$ 10,997.12	\$ 17.18	\$ 19.67	\$ 8.90	\$ 17.17	\$ 8,646.30	\$ 16.43	\$ 44.43	\$ 17.35	\$ 49.64	\$ -	\$ -	\$ 19,834.19

**BOONE COUNTY LOCAL EMERGENCY PREPAREDNESS COMMITTEE (LEPC)**

**MERC BUDGET PERIOD FOR: 07/01/2019 to 06/30/2020**

**BOONE COUNTY GOVERNMENT BUDGET PERIOD: 01/01/2019 TO 12/31/2020**

	2019						2020						TOTAL
	JUL*	AUG	SEP	OCT*	NOV	DEC	JAN*	FEB	MAR	APR*	MAY	JUN	
<b>ADMINISTRATIVE</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ 450
<b>ACTUAL EXPENSES</b>	\$ 216												\$ 216
Contract Labor (MO full-time employees)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tier II Reporting Collection & Review													\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
US Mail Postage Fees - Tier II Reporting Reminders				\$ -			\$ -						\$ -
US Mail Postage Fees - General													\$ -
Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Printing Costs of LEPC Documents and Publications													\$ -
Phone/Fax/Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies and Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Office Supplies	\$ -			\$ -			\$ -			\$ -			\$ -
Computer/Electronic Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 300
Email and Document Storage System (G Suite by Google)												\$ 300	\$ 300
Public Notice	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ 150
Annual Public Notice (newspaper)												\$ 150	\$ 150
Annual Call for Membership and Tier II Reminder Notice													\$ -
LEPC meetings (publications, meals, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LEPC Sub-Committee Meetings (meals)													\$ -
LEPC Meetings (meals)													\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**BOONE COUNTY LOCAL EMERGENCY PREPAREDNESS COMMITTEE (LEPC)**

**MERC BUDGET PERIOD FOR: 07/01/2019 to 06/30/2020**

**BOONE COUNTY GOVERNMENT BUDGET PERIOD: 01/01/2019 TO 12/31/2020**

PROJECTS	2019						2020						TOTAL	
	JUL*	AUG	SEP	OCT*	NOV	DEC	JAN*	FEB	MAR	APR*	MAY	JUN		
<b>ACTUAL EXPENSES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700	\$ 4,700
Hazmat Plan Distribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
														\$ -
														\$ -
Hazard Communication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
														\$ -
														\$ -
Facility Review and ID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
														\$ -
														\$ -
Hazmat Flow Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Hazardous Materials Flow Study (general expenses)														\$ -
														\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700	\$ 4,700
Other Supplies													\$ 4,700	\$ 4,700
														\$ -
														\$ -

**BOONE COUNTY LOCAL EMERGENCY PREPAREDNESS COMMITTEE (LEPC)**

**MERC BUDGET PERIOD FOR: 07/01/2019 to 06/30/2020**

**BOONE COUNTY GOVERNMENT BUDGET PERIOD: 01/01/2019 TO 12/31/2020**

	2019						2020						TOTAL	
	JUL*	AUG	SEP	OCT*	NOV	DEC	JAN*	FEB	MAR	APR*	MAY	JUN		
<b>TRAINING &amp; EXERCISES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ACTUAL EXPENSES</b>	\$ 5,950													\$ 5,950
<b>Course and Instructor Fees</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HazMat Refresher Course Columbia, MO - 20 Students											\$ -			\$ -
HazMat IQ Course Columbia, MO - 30 Students														\$ -
														\$ -
														\$ -
														\$ -
														\$ -
<b>Materials and Supplies</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Materials Exercise Materials and Supplies								\$ -						\$ -
HAZMAT replacement supplies														\$ -
														\$ -
														\$ -
														\$ -
														\$ -
<b>Equipment (attach list)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SAFE Kits for Initial Response Apparatus (10 kits @ \$500 each)													\$ -	\$ -
														\$ -
														\$ -
														\$ -
														\$ -
<b>Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meals - HazMat Refresher Course (20 students and 2 instructors @ \$16 for 1 Day)														\$ -
Meals - HazMat IQ Course (30 students and 1 instructor @ \$18 for 1 day)														\$ -
Meals - Annual Tabletop Exercise Meal														\$ -
														\$ -
														\$ -
														\$ -
<b>State of Missouri Meal Per Diem: \$8 breakfast/\$10 Lunch/\$18 Dinner</b>														\$ -

**BOONE COUNTY LOCAL EMERGENCY PREPAREDNESS COMMITTEE (LEPC)**

**MERC BUDGET PERIOD FOR: 07/01/2019 to 06/30/2020**

BOONE COUNTY GOVERNMENT BUDGET PERIOD: 01/01/2019 TO 12/31/2020

	2019						2020						TOTAL	
	JUL*	AUG	SEP	OCT*	NOV	DEC	JAN*	FEB	MAR	APR*	MAY	JUN		
<b>TRAVEL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mileage, Meals, and Lodging	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ACTUAL EXPENSES</b>														\$ -
SEMA Conference (2 people) (August)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registration														\$ -
Lodging														\$ -
Travel (Flight, Mileage)														\$ -
Meals														\$ -
[CONFERENCE/TRAINING COURSE] (# Participants)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registration														\$ -
Lodging														\$ -
Travel (Flight, Mileage)														\$ -
Meals														\$ -
[CONFERENCE/TRAINING COURSE] (# Participants)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registration														\$ -
Lodging														\$ -
Travel (Flight, Mileage)														\$ -
Meals														\$ -
<b>OTHER</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ACTUAL EXPENSES</b>	\$ 6,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,166
<b>TOTAL ESTIMATED EXPENSES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,150	\$ 5,150

<b>Actual Balance</b>	4,831.12	4,848.30	4,867.97	4,876.87	4,894.04	13,540.34	13,556.77	13,601.20	13,618.55	13,668.19	13,668.19	13,668.19
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BEGINNING BALANCE (06/30/2019)	\$ 10,955.52
GRANT AWARDED	\$ 8,626.71
OTHER INCOME	\$ 251.96
<b>TOTAL INCOME</b>	<b>\$ 19,834.19</b>
TOTAL EXPENSES	\$ 6,166.00
BUDGETED EXPENSES	\$ 5,150
<b>ENDING BALANCE</b>	<b>\$ 8,518.19</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 30th day of June 2020

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

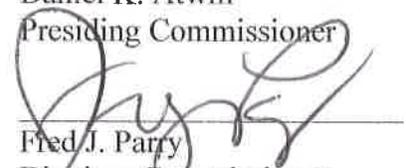
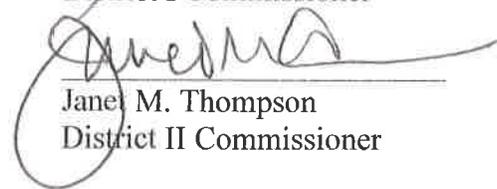
Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Contract 20-07NOV19 – Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 30th day of June 2020.

ATTEST:

  
Brianna L. Lennon  
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

**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 18, 2020  
RE: Amendment #1 to Contract 20-07NOV19 – Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project

Amendment #1 to contract 20-07NOV19 for Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project that was awarded January 16, 2020 (Commission Order 35-2020) is being amended to add Phase 2 funding for Phase 2 tasks identified in the original contract.

All other terms, conditions and prices of the original agreement remain unchanged.

Payment for the study will be made using 319 Stormwater grant funds using the following Department/Account:

- Department 2142, DNR 319 Greater Bonne Femme/Account 71101 – Professional Services – Total: \$38,884.00

/lp

cc: Contract File

Commission Order #: 288-2020

Date: 7/1/2020

**CONTRACT AMENDMENT NUMBER ONE  
FOR  
TECHNICAL ASSISTANCE for the 9-ELEMENT PLAN  
for the GREATER BONNE FEMME WATERSHED**

The Agreement **20-07NOV19** dated the 16<sup>th</sup> day of January 2020 made by and between Boone County, Missouri and **Geosyntec Consultants, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. In addition to Phase 1, the County shall hereby **ADD Phase 2** to the Purchase description, paragraph 3 of the contract award as follows:

- \$2,933.00 - (16 hours) of Phase 2 Stage Discharge Rating Curves work
- \$2,326.00 - (16 hours) for Current Loading and Load Reduction Calculations
- \$8,287.00 - (57 hours) for Current Loading and Mapping
- \$5,838.00 - (40 hours) for Priority Areas for BMP Implementation
- \$8,624.00 - (64 hours) for Watershed Modeling for Estimating Loading Reductions
- \$8,960.00 - (61 hours) for Reporting
- \$1,916.00 - (10 hours) for Phase 2 Project Management
- Total Phase 2 Price: \$38,884.00**

- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**GEOSYNTEC CONSULTANTS, INC.**

**BOONE COUNTY, MISSOURI**

DocuSigned by:  
By: Matt R. Bardol  
9A5E1B4C38ED4C8...

By: Boone County Commission

Title: Senior Principal

DocuSigned by:  
Daniel K. Atwill  
Presiding Commissioner  
BA4B934CED6E4EB...

APPROVED AS TO FORM:

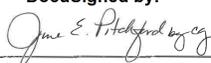
ATTEST:

DocuSigned by:  
[Signature]  
County Counselor  
7B77DEAEB9D74D...

DocuSigned by:  
Brianna L Lennon by MT  
County Clerk  
7D82DA9863F6495...

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

Fund: 2142 - Account: 71101: \$38,884.00

DocuSigned by: 	6/17/2020	
<b>Signature</b>	<b>Date</b>	<b>Appropriation Account</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 30th day of June 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Office of Administration Cooperative Contract CS202251002 for Furniture Solutions with Related Accessories and Services with Bradford Systems Corporation of Besenville, Illinois.

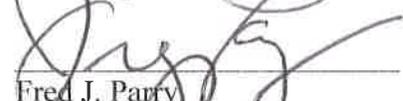
Terms of the cooperative contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

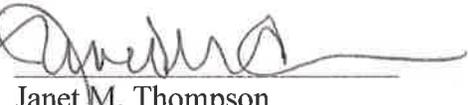
Done this 30th day of June 2020.

ATTEST:

  
Brianna L. Lennon  
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

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



613 E. Ash St, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Liz Palazzolo, Senior Buyer  
**DATE:** June 25, 2020  
**RE:** Cooperative Contract CS202251002 – State of Missouri Office of Administration  
– for Furniture Solutions with Related Accessories and Services

Purchasing requests permission to use contract CS202251002 for Furniture Solutions with Related Accessories and Services established by the State of Missouri Office of Administration with Bradford Systems Corporation of Besenville, Illinois as a cooperative contract.

The contract period runs June 1, 2020 through February 18, 2024 with one (1) additional one-year renewal option.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT**  
**For**  
**FURNITURE SOLUTIONS WITH RELATED ACCESSORIES AND SERVICES**  
**Term and Supply**

**THIS AGREEMENT** dated the 30<sup>th</sup> day of June 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bradford Systems Corporation** 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 a term and supply contract for **Bradford Systems Corporation** to furnish, deliver and install Krueger International (KI) Furniture compliant with all bid specifications and any addendum issued for the State of Missouri Contract **CS202251002** using Sourcewell contract #121919-KII, Boone County Insurance Requirements, Work Authorization Certification, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the 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 with Boone County Standard Terms & Conditions and the State of Missouri contract **CS202251002** shall prevail and control over the vendor's bid response.
2. **Contract Duration** - This agreement shall commence on **June 1, 2020 and extend through February 18, 2024** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date in writing by the County for **one (1) additional one year period** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with KI Office Furniture, related accessories and services as described in contract CS202251002. Items, accessories and services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.
4. **Delivery** - Vendor agrees to deliver furniture as set forth in the bid documents with the attached pricing discount structure FOB Destination. The contractor shall provide a project-specific Delivery Date in writing with any specific County purchase.
5. **Billing and Payment** - All billing shall be invoiced to the respective Boone County ordering Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the

County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. Prevailing Wage** - Contractor agrees it will 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 for any single project exceeding \$75,000. **Prevailing Wage Order #26 dated March 8, 2019** is included in this agreement. 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 Owner.

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.

**Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.

**7. OSHA Training – 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 Contractor on-site which meets the requirements of 292.675 RSMo. 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. 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.

**8. 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. Contractor understands 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, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

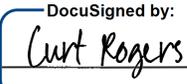
9. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

10. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:  
a. County may terminate this agreement due to material breach of any term or condition of this agreement, or  
b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or  
c. If appropriations are not made available and budgeted for any calendar year.

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

**BRADFORD SYSTEMS CORPORATION**

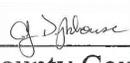
**BOONE COUNTY, MISSOURI**

by   
title Sales Rep

by: Boone County Commission  
  
Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

  
County Counselor

  
County Clerk

**AUDITOR CERTIFICATION:** In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from

this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

County-Wide Term and Supply

DocuSigned by:

*Dune Picalford by [signature]*

6/22/2020

Signature

4147B4E3F1C847D...

Date

Appropriation Account

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

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

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

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that 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 claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

**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:

<https://www.e-verify.gov/>

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:

<https://www.e-verify.gov/employers>

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*.



## 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.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 26

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

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: March 8, 2019

Last Date Objections May Be Filed: April 8, 2019

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

## Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$50.07
Boilermaker		\$24.71*
Bricklayer		\$48.21
Carpenter		\$43.62
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$40.27
Plasterer		
Communications Technician		\$50.06
Electrician (Inside Wireman)		\$50.16
Electrician Outside Lineman		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$24.71*
Glazier		\$24.71*
Ironworker		\$55.96
Laborer		\$38.43
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$49.89
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$60.91
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$37.40
Plumber		\$61.73
Pipe Fitter		
Roofer		\$46.55
Sheet Metal Worker		\$51.08
Sprinkler Fitter		\$46.99
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$49.38
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$43.25
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.92
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

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.

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



## NOTICE OF AWARD

**State Of Missouri**  
**Office Of Administration**  
**Division Of Purchasing**  
**PO Box 809**  
**Jefferson City, MO 65102-0809**  
<http://oa.mo.gov/purchasing>

<b>CONTRACT NUMBER</b> CS202251002	<b>CONTRACT TITLE</b> Furniture Solutions with Related Accessories and Services (Sourcewell)	
<b>AMENDMENT NUMBER</b> N/A	<b>CONTRACT PERIOD</b> June 1, 2020 through February 18, 2024	
<b>REQUISITION/REQUEST NUMBER</b> N/A	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 3627195740 2/ MB00090260	
<b>CONTRACTOR NAME AND ADDRESS</b>  Bradford Systems Corporation 430 Country Club Drive Bensenville, IL 60106	<b>STATE AGENCY'S NAME AND ADDRESS</b> Missouri State Highway Patrol Crime Laboratories Carthage, Springfield, & Jefferson City  Department of Natural Resources Division of Geology & Land Survey Rolla, MO 65401  Supreme Court of Missouri Jefferson City MO  Women's Eastern Reception, Diagnostic, and Correctional Center, Vandalia MO  Fulton State Hospital Fulton, MO 65251  Attorney General's Office Jefferson City, MO 65101  Dept of Mental Health Various Locations	
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b> Contract CS202251001 with Krueger International Inc. dba KI has been established pursuant to Chapter 34.046 of the Revised Statutes of the State of Missouri. The contract constitutes the Master Contract and consists of the attached documentation as specified on page 2 of the Cooperative Contract Procurement document.  Contract CS202251002 with Bradford Systems Corporation is hereby established to provide for system installations as KI has designated Bradford Systems Corporation as an area contractor to service the central and eastern two-thirds of the state of Missouri. All ordering, delivery, invoicing and payments shall be accommodated through Bradford Systems Corporation. All transactions and invoicing conducted under the Missouri contract must reference the official Missouri contract number (CS202251002).  The attached shall constitute the established contract.		
<b>BUYER</b>  Kelly Miller	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:kelly.miller@oa.mo.gov">kelly.miller@oa.mo.gov</a> Phone: (573) 751- 4885 Fax: (573) 526-9816	
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> 6/4/2020	
<b>DIRECTOR OF PURCHASING</b>  Karen S. Boeger		



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CS202251001

TITLE: Furniture Solutions with Related Accessories and  
Services (Sourcewell)

ISSUE DATE: 5/1/2020

REQ NO.: N/A

BUYER: Kelly Miller

PHONE NO.: (573) 751-4885

E-MAIL: [kelly.miller@oa.mo.gov](mailto:kelly.miller@oa.mo.gov)

TO: Krueger International, Inc., dba KI  
1330 Bellevue Street  
PO Box 8100  
Green Bay, WI 54308

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL OR FAX:

SCAN AND E-MAIL TO:	<a href="mailto:kelly.miller@oa.mo.gov">kelly.miller@oa.mo.gov</a>
FAX TO:	(573) 526-9816

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

Missouri State Highway Patrol  
Crime Laboratories  
Carthage, Springfield, and Jefferson City

Department of Natural Resources  
Division of Geology and Land Survey  
Rolla, MO 65401

Supreme Court of Missouri  
Jefferson City, MO

Fulton State Hospital  
Fulton, MO 65251

Attorney General's Office  
Jefferson City, MO 65101

Department of Mental Health  
Various Agency Locations

Women's Eastern Reception, Diagnostic, and  
Correctional Center, Vandalia, MO

The Contractor hereby agrees to provide the services and/or supplies described in the attached Sourcewell Contract #121919-KII for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME Krueger International, Inc.	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS PO Box 8100, 1330 Bellevue Street	
CITY, STATE, ZIP CODE Green Bay, WI 54308-8100	

CONTACT PERSON Andy Van Straten	EMAIL ADDRESS andy.van.straten@ki.com
PHONE NUMBER 920.468. 8100	FAX NUMBER 920.468. 2781
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE 	DATE 5/7/2020
PRINTED NAME Michael J. Pum	TITLE Assistant Secretary

Contract CS202251001

2

**CONTRACT TITLE:** Furniture Solutions with Related Accessories and Services (Sourcewell)**CONTRACT PERIOD:** Date of Award through February 18, 2024

Contract CS202251001 is awarded by the State of Missouri consisting of the following:

- ❖ The attached Contract #121919-KII, signed by Sourcewell on February 17, 2019.
- ❖ The attached RFP #121919 issued by Sourcewell on October 31, 2019 consisting of 12 pages, and the twelve (12) subsequent addendums issued.
- ❖ The attached Spacesaver Discount Structure Sourcewell Agreement
- ❖ The attached State of Missouri Terms and Conditions.

**Scope:**

The contractor shall provide Krueger International Inc. dba KI and Spacesaver, a division of KI, storage filing systems and associated accessories and services specified by the State of Missouri, at the firm, fixed prices specified in the attached documentation. All references to Sourcewell, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to Sourcewell such as background information, statistical/factual information, etc.

The signed contract with KI shall become the master contract. Factory-authorized area contractors: Bradford Systems Corporation and Southwest Solutions Group, Inc., designated by KI to provide for the installation of the shelving systems, will be assigned separate contracts. All ordering, delivery, and invoicing and payments will be accommodated through the designated area contractors.

The established contract shall provide for Spacesaver shelving systems, services, supplies, and accessories at the discounts specified in the attached Spacesaver Discount Structure Sourcewell Agreement, and in accordance with Contract #121919-KII, effective February 18, 2020. The contractor shall provide for the purchase and installation of shelving systems at the following state agency locations:

Missouri State Highway Patrol  
Crime Laboratories  
Carthage, Springfield, and Jefferson City

Department of Natural Resources  
Division of Geology and Land Survey  
Rolla, MO 65401

Supreme Court of Missouri  
Jefferson City, MO

Fulton State Hospital  
Fulton, MO 65251

Attorney General's Office  
Jefferson City, MO 65101

Department of Mental Health  
Various Agency Locations

Women's Eastern Reception, Diagnostic, and  
Correctional Center, Vandalia, MO

**Cooperative Procurement Program:**

The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide furniture solutions and related accessories and services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at:

<http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>

The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due to the contractor by such governmental entities.

**Business Compliance:**

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

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The contractor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

**Federal Funds Requirement:**

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

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

**Debarment Certification:**

The contractor certifies by signing the signature page of this original document and any addendum signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached certification regarding debarment, etc., **Exhibit A** with their proposal. This document must be satisfactorily completed prior to award of the contract.

**Contractor's Personnel:**

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

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

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

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

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

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

#### **Affidavit of Work Authorization and Documentation:**

Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of **Exhibit B**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit B must be submitted prior to an award of a contract.

#### **Subcontractors:**

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall

not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

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

**Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements:**

The contractor and all subcontractors employed by the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 26 Dated 3/8/2020 for all counties. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on the Notice of Award.

- a. For each renewal period, if any, exercised by the Division of Purchasing, the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.
- b. The contractor shall forfeit to the state agency \$100.00 for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (section 290.250, RSMo).
- c. In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in sections 290.210 to 290.340, RSMo, and is advised to review the requirements carefully prior to beginning work.
- d. The contractor must require all personnel who are "on-site employees" as defined in section 292.675, RSMo, to complete a ten (10) hour construction safety training program required under section 292.675, RSMo, unless the personnel have documentation of prior completion of the program. Personnel that have not previously completed the program must complete the program within sixty (60) days of beginning work under the contract. Personnel on the work site without the documentation of prior completion of the program shall be afforded twenty (20) days to produce such documentation before being subject to removal from the work site. The contractor shall forfeit to the state agency a penalty of \$2500.00 plus an additional \$100.00 for each person employed by the contractor or subcontractor for each calendar day or portion thereof, such person is employed without the required training.
- e. A contractor who is a "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 notices listed below. If the contractor fails to post these required notices, the contractor shall, under section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices are posted.

- The notice of registration for employer withholding issued to the contractor by the director of revenue;
- Proof of coverage for workers' compensation insurance or self-insurance signed by the contractor and verified by the department of revenue through the records of the division of workers' compensation; and
- The notice of registration for unemployment insurance issued to the contractor by the division of employment security.

**Surety Bond:**

The contractor must furnish a bond guaranteeing payment of all labor, suppliers, and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of section 107.170, RSMo.

- a. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Office of Administration, Division of Purchasing within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment.
- b. The surety bond must be made payable to the State of Missouri in the amount of \$74,000.
- c. The contract number and contract period must be specified in the bond.
- d. In the event the Division of Purchasing exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal.

Contract CS202251001

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**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 vendor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No <input checked="" type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: <a href="http://sl.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf">http://sl.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf</a> )	Yes _____	No <input checked="" type="checkbox"/>
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>1. <input type="checkbox"/> Unique good or service.</p> <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> <p>2. <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> <li>• Identify foreign country: _____</li> </ul> <p>3. <input type="checkbox"/> Economic cost factor exists</p> <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> <p>4. <input type="checkbox"/> Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> <li>• Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ____%</li> <li>• Specify what contract work would be performed outside the United States: _____</li> </ul>		

**Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

	<b>Krueger International, Inc.</b>
<b><i>Charter Number (if applicable)</i></b>	<b><i>Company Name</i></b>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Krueger International, Inc.

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

03-267-2651

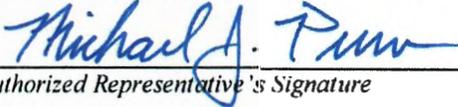
\_\_\_\_\_  
DUNS # (if known)

Michael J. Pum

\_\_\_\_\_  
Authorized Representative's Printed Name

Assistant Secretary

\_\_\_\_\_  
Authorized Representative's Title



\_\_\_\_\_  
Authorized Representative's Signature

5/7/2020

\_\_\_\_\_  
Date

**Instructions for Certification**

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

**EXHIBIT B, continued**

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

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

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

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

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

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

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

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

C116048001  
(if known)

Michael J. Pum

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



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

130962

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

Else.rommes@ki.com

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

Krueger International, Inc.

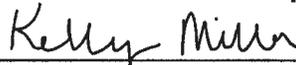
\_\_\_\_\_  
Business Entity Name

5/7/2020

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:



\_\_\_\_\_  
Buyer

5/27/2020

\_\_\_\_\_  
Date

**EXHIBIT B, continued**

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

\_\_\_\_\_  
Date

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

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

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

**EXHIBIT B, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

_____	_____
Signature of Notary	Date

**EXHIBIT B, continued**

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

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

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

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

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

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

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

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

C116048001  
(if known)

Michael J. Pum

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

130962

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

Krueger International, Inc.

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



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

Else.rommes@ki.com

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

5/7/2020  
\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**STATE OF MISSOURI  
DIVISION OF PURCHASING (Purchasing)**

**TERMS AND CONDITIONS**

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

**1. APPLICABLE LAWS AND REGULATIONS**

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

**2. INVOICING AND PAYMENT**

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

**3. DELIVERY**

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

**4. INSPECTION AND ACCEPTANCE**

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

**5. CONFLICT OF INTEREST**

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

**6. WARRANTY**

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

**7. REMEDIES AND RIGHTS**

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

## **8. CANCELLATION OF CONTRACT**

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

## **9. BANKRUPTCY OR INSOLVENCY**

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

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

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

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

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

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

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

## **12. AMERICANS WITH DISABILITIES ACT**

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

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

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

## **14. COMMUNICATIONS AND NOTICES**

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

**PARTICIPATING ADDENDUM**  
**Sourcewell**  
**Furniture Solutions with Related Accessories and Services**  
**Administered by Sourcewell (hereinafter "Lead Agency")**

MASTER AGREEMENT  
Krueger International Inc., dba KI  
Contract No: 121919-KII  
(hereinafter "Contractor")

And

State of Missouri  
(hereinafter "Participating State/Entity")

Page 1 of 2

1. Scope: This addendum covers the *Furniture Solutions with Related Accessories and Services* led by Sourcewell for use by state agencies and other entities located in the State of Missouri authorized by that state's statutes to utilize Missouri contracts with the prior approval of the state's chief procurement official.
2. Participation: Use of the specific Sourcewell cooperative contract by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Participating State/Entity Modifications or Additions to Master Agreement:  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

No changes to the terms and conditions of the Master Agreement are required

The following changes are modifying or supplementing the Master Agreement terms and conditions.

**State of Missouri Contract Document**

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name	Andy Van Straten
Address	1330 Bellevue Street, P.O. Box 8100, Green Bay, WI 54308
Telephone	(920)468-8100 ext. 2694
E-mail	Andy.van.straten@ki.com

**PARTICIPATING ADDENDUM**  
**Sourcewell**  
**Furniture Solutions with Related Accessories and Services**  
**Administered by Sourcewell (hereinafter "Lead Agency")**

MASTER AGREEMENT  
 Krueger International Inc., dba KI  
 Contract No: 121919-KII  
 (hereinafter "Contractor")

And

State of Missouri  
 (hereinafter "Participating State/Entity")

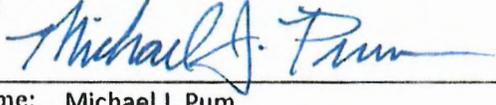
Page 2 of 2

Participating Entity

Name	Kelly Miller
Address	301 West High Street, Room 630
Telephone	573-751-4885
Fax	573-526-9816
E-mail	Kelly.miller@oa.mo.gov

5. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating State:	Contractor:
State of Missouri	Krueger International, Inc. dba KI
By: 	By: 
Name: Karen Boeger	Name: Michael I. Pum
Title: Director of Purchasing	Title: Assistant Secretary
Date: 6/3/2020	Date: 5/11/2020

For questions on executing a participating addendum, please contact:

Sourcewell Contact	Michelle Spychalla
Telephone	218-895-4173
E-mail	Michelle.spychalla@sourcewell-mn.gov

**EXHIBIT B, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

<u>Michael J. Pum</u> Authorized Representative's Signature	<u>Michael J. Pum</u> Printed Name
<u>Assistant Secretary</u> Title	<u>05/26/2020</u> Date
<u>michael.pum@ki.com</u> E-Mail Address	<u>130962</u> E-Verify Company ID Number

Subscribed and sworn to before me this 26<sup>th</sup> (DAY) of May (MONTH, YEAR). I am commissioned as a notary public within the County of Brown (NAME OF COUNTY), State of Wisconsin (NAME OF STATE), and my commission expires on 10/24/22 (DATE).

Lee A. Amundson Signature of Notary      5/26/2020 Date



# E-Verify *Employment Eligibility Verification*

## Case Administration

- [Initial Verification](#)
- [View Cases](#)

## User Administration

- [Change Password](#)
- [Pwd Challenge Q&A](#)
- [Change Profile](#)

## Site Administration

- [Add User](#)
- [View Users](#)
- [Maintain Company](#)
- [Terminate Company Participation](#)

## Reports

- [View Reports](#)

## Company Information

**Company Name:** KI (Krueger International), Inc. [View / Edit](#)

**Company ID Number:** 130962

### Physical Location:

**Address 1:** 1330 Bellevue Street

**Address 2:**

**City:** Green Bay

**State:** WI

**Zip Code:** 54302

**County:** BROWN

### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

**Employer Identification Number:** 391375589

**Total Number of Employees:** 2,500 to 4,999

**Corporate / Parent Company:** KI (Krueger International), Inc.

### Organization Designation:

**Employer Category:**

**NAICS Code:** 337 - FURNITURE AND RELATED PRODUCT MANUFACTURING [View / Edit](#)

**Total Hiring Sites:** 7 [View / Edit](#)

**Total Points of Contact:** 10 [View / Edit](#)



## **Solicitation Number: RFP#121919**

### **CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Krueger International Inc., dba KI**, 1330 Bellevue Street, P.O. Box 8100, Green Bay, WI 54308 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

**B. LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

**C. WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

**D. DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

**A. SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**24. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FDZA139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 2/17/2020 | 5:07 PM CST

Krueger International Inc. dba KI  
DocuSigned by:  
By: Guy Patkze  
E287FD07BA1145A...  
Guy Patkze  
Title: Assistant Secretary  
Date: 2/18/2020 | 7:11 AM PST

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A84CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 2/17/2020 | 6:58 PM CST

# RFP 121919 - Furniture Solutions with Related Accessories and Services

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## Vendor Details

Company Name: Krueger International, Inc.  
Does your company conduct business under any other name? If yes, please state: KI  
Address: PO Box 8100  
Green Bay, WI 54308-8100  
Contact: Lee Amundson  
Email: lee.amundson@ki.com  
Phone: 800-454-9796  
Fax: 920-468-2781  
HST#: 39-1375589

## Submission Details

Created On: Monday November 11, 2019 10:11:49  
Submitted On: Wednesday December 18, 2019 14:55:34  
Submitted By: Lee Amundson  
Email: lee.amundson@ki.com  
Transaction #: 65568d9f-fb8c-441f-b9ab-7550f60a8d82  
Submitter's IP Address: 208.50.15.6

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Krueger International, Inc. (d/b/a: KI)
2	Proposer Address:	1330 Bellevue Street, PO Box 8100 Green Bay, WI 54308-8100
3	Proposer website address:	ki.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Guy Patzke Assistant Secretary 1330 Bellevue Street Green Bay, WI 54302 guy.patzke@ki.com 920.468.2541
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kelli Plamann Contract Program Manager 1330 Bellevue Street Green Bay, WI 54302 kelli.plamann@ki.com 920.468.2719
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARK WALDECKER   Corporate Accounts / K-12 Dealer Development Manager P: 920.406.3508   M: 920.327.0195   F: 920.468.2729   E: mark.waldecker@ki.com   ki.com  ANDY VANSTRATEN   Contract Manager P: 920.468.2394   E: andy.van.straten@ki.com   ki.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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<p>7 Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p><b>Who We Are OUR FOUNDATION</b>  The metal chair was KI's flagship product in 1941. Innovative for its time, it brilliantly answered the call for seating that was portable, stackable, durable and affordable. KI recognized the market's need and responded with a welcome solution. The KI folding chair symbolizes a long legacy of listening to our customers. Our insightful ability to solve problems through product design and space planning concepts has made us a respected leader in manufacturing furniture solutions – products that skillfully support the success of customers in the business, university, educational, healthcare, and government markets.</p> <p>Today, we've grown well beyond our folding chair origins and offer a broad portfolio ranging from seating and tables to architectural walls and panel systems. Our award-winning innovations reflect a desire to meet your objectives, be your go-to resource and build an enduring relationship with you.</p> <p>This foundation and a strong market understanding is why KI customers throughout the world continue to rely on our trusted expertise to create solutions that fit their environments. That's why we say we offer far more than furniture ... We're Furnishing Knowledge.</p> <p><b>What Makes Us Different</b> We want to hear what you have to say about your goals, how your employees or students want to work or learn, your expectations ... even what you want people to feel when they walk into your space. That way, we can help you make well-informed, educated decisions about your furniture investment. Following are a few more reasons customers keep coming back to KI for furniture solutions.</p> <p><b>EASY TO DO BUSINESS</b>  Whether you need help space planning, selecting surface materials, determining what furniture best fits your work style, or coordinating installation with other contractors, we're here to help.</p> <p><b>CORE MARKET FOCUS</b>  We stay laser focused on our core markets, persistently growing our knowledge, understanding and experience within each. That helps us design furniture solutions and support services that address the needs specific to:</p> <ul style="list-style-type: none"> <li>• Higher Education <ul style="list-style-type: none"> <li>• K-12 Education</li> </ul> </li> <li>• Workplace <ul style="list-style-type: none"> <li>• Healthcare</li> <li>• Federal &amp; State Government</li> </ul> </li> </ul> <p><b>MARKET OF ONE® PHILOSOPHY</b>  We believe the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. We're the right place for furniture, service and fulfillment options that align with your brand, culture and work environment.</p> <p><b>FULFILLMENT FREEDOM</b>  We will gladly collaborate and coordinate with any partner, dealer and/or installation entity you choose. We do not prescribe to pre-set distribution channels. Rather, we allow you to determine the best means to manage ordering and fulfillment activities.</p> <p><b>EMPLOYEE OWNERSHIP</b>  KI is 100% employee owned and when you own something, you treat it differently. Everyone in the organization from the executive office to the production floor has a stake in the game.</p> <p><b>DELIVERY AND INSTALLATION SERVICES</b>  Delivery day should be exciting, not stressful. Should that date need to change for any reason, just let us know. We'll adjust accordingly.</p> <p>Should you need assistance with fulfillment, KI offers a comprehensive service package. A factory-trained, on-site management team will oversee your project from initial pre-planning meetings through the final walk-through. Options for warranty and</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p><b>Furnishing Knowledge Through Design</b> Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and defining a balance between the basic workstyles (Focus, Interaction, Ideation and Regenerative), and behavioral needs of users.</p> <p>Furnishing a business office, a hospital lounge, a classroom, or a government facility takes special knowledge. What choices will best serve the application? How will you create the look to reflect a distinct personality, and the functionality to serve unique needs? KI is here to help. Selling you furniture comes at the end of the process. First, we bring you information, skill, and partnership. We listen to what you need, then work with you to create it. And if we don't already have it, we'll design it from scratch. Our long experience ensures that when we say the "best furniture," we mean the best quality providing the best style and function.</p> <p><b>Learning Spaces – Dynamic Collaboration, Conventional Classrooms, Technology Integrated, Engaging/Presenting, and Lecture/Auditorium.</b></p> <p><b>Social Spaces / Third Spaces – Learning Commons/Media Centers, Lobby/Lounge, Cafes and cafeterias/Dining and Living Spaces.</b></p> <p><b>Offices and Workstations – Flexible, Accommodating Workspaces, Peak Performance, Designed to move.</b></p> <p><b>Training Rooms – Transforming Training Environments, Impactful Solutions.</b></p> <p><b>Conference Rooms – Masterful Meetings, Bringing Ideas to the Table.</b></p> <p><b>Storage Solutions – Intelligent, Innovative, Integrated.</b></p>
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9	What are your company's expectations in the event of an award?	<p>Our overall goal, if awarded, is to continue to grow our ability to offer public agencies functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs will continue to be one of our main goals in the relentless drive to make the Customer's experience with KI effortless.</p> <p>With the continued partnership with Sourcewell, we believe that we will continue to grow our presence within these core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors and we expect that by continuing to share and enhance the same core values we can continue to grow our Educational and Government accounts by making them aware of the benefits of both Sourcewell and KI.</p>
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find KI's Condensed, Consolidated balance sheet for 2017/2018, Surety Letter and a copy of our current insurance certificate for your review.
11	What is your US market share for the solutions that you are proposing?	Since KI is a privately held, 100 percent employee owned company, we prefer to keep certain information confidential. However, KI defines our business via what we term as "Core Markets". To be a KI Core Market means we must currently maintain a Top 3 position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12 and Government markets are all Core Markets for KI. KI has an experienced team in place that follows this market share and is extremely committed to maintaining and growing those positions.
12	What is your Canadian market share, if any?	KI has have the same commitment to Core Markets in Canada that we have in the United States and other countries throughout the world. We will continue to grow and gain market share on all of our "Core Markets".
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	KI has never petitioned for bankruptcy protection.
14	How is your organization best described: is it your written authorization to act as a distributor with your sales and service force and with you	<p>KI is a manufacturer, but not only do we make the products, we have the capability to fulfill these orders direct to the member or through a local distributor of their choosing. KI also has the ability to service direct through our Service subsidiary, a one stop shop.</p> <p>At KI, we believe that the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs.</p> <ul style="list-style-type: none"> <li>• Dedicated Service – You will have a team of experienced KI professionals assisting you through the furniture procurement journey. In addition, you have 24/7/365 access to your order information from any electronic device via <a href="http://ki.com/orderstatus">ki.com/orderstatus</a>.</li> <li>• Fulfillment Freedom – While we offer space planning, shipping and installation services, we will never limit you to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity YOU choose. KI does not prescribe to preset distribution channels. Rather, we deploy local KI representatives to work directly with you. KI's approach provides alternative procurement methods that allow you, not the manufacturer, to determine the best means to manage ordering and fulfillment activities. It also provides you the opportunity to reduce costs via bypassing the traditional dealer/"middleman" model, if required.</li> </ul> <p>This client-centric business model is the engine that continues to drive KI's growth and client satisfaction. Ultimately, clients appreciate the flexibility to make purchasing and fulfillment decisions according to their needs versus what may be most expedient for the manufacturer.</p>
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Please find all KI's licenses per state attached for your review. KI is authorized to sell products and provide services in all 50 states, the District of Columbia, and Canada. KI complies with applicable federal, state, local, and industry laws for each purchasing member where ever they are located.</p> <p>KI does work with third party certified service providers and obtains license verification and insurance certificates for all providers whom we work with.</p>
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	KI has not been subject to any suspension or disbarment in the past ten years or ever.

17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Seating</p> <ul style="list-style-type: none"> <li>- Stack and Guest Seating</li> <li>- Task Seating</li> <li>- Lobby &amp; Lounge Seating</li> <li>- Folding Chairs and Stools</li> <li>- Multiple Seating</li> </ul> <p>Storage</p> <ul style="list-style-type: none"> <li>- Files and Storage</li> <li>- High-density and mobile storage systems</li> </ul> <p>Technology Support furniture</p> <ul style="list-style-type: none"> <li>- Desking</li> <li>- Powered Tables</li> <li>- Tables</li> <li>- Accessories</li> </ul> <p>Systems/Modular Furniture</p> <ul style="list-style-type: none"> <li>- Desking</li> <li>- Casegoods</li> <li>- Panels</li> <li>- Accessories</li> </ul> <p>Library Furniture</p> <ul style="list-style-type: none"> <li>- Tables and Chairs</li> <li>- Lobby &amp;</li> </ul> <p>Lounge Cafeteria</p> <p>Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Folding Tables</li> <li>- Seating and Chairs Early Childhood</li> </ul> <p>Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Seating and chairs</li> <li>- Storage Audio Visual</li> </ul> <p>Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Accessories</li> </ul> <p>Training Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Desks</li> <li>- Seating and Chairs</li> <li>- Stools Educational Office</li> </ul> <p>Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Desking</li> <li>- Accessories</li> <li>- Seating and Chairs Auditorium/Fixed</li> </ul> <p>Seating &amp; Tables Demountable Walls</p> <p>Residence Hall</p> <p>Healthcare</p> <ul style="list-style-type: none"> <li>- Sleepers</li> <li>- Chairs</li> <li>- Recliners</li> <li>- Casegoods Freestanding Classroom and School</li> </ul> <p>Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Desking</li> <li>- Seating and Chairs</li> <li>- Storage</li> <li>- Accessories</li> </ul> <p>Upholstery</p>
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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Product Design 2019 BUILDINGS™ Editor's Choice – Hiatus Sleeper            Bench 2018 A4LE LE Awards, Solution Provider Award – Ruckus Collection            2018 BUILDINGS™ Production Innovation Grand Award (1st Place) – Tattoo Collection            2018 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Ruckus Mobile Height-Adjustable Lectern            2018 Best of NeoCon® Gold – Tattoo Collection 2017 Nightingale Award, Gold – Patient Seating – Ruckus Task Chair 2017 Best of NeoCon® Gold – Ruckus Collection 2017 Best of NeoCon® Gold – Universal Height-Adjustable Screen 2017 Best of NeoCon® Gold – Pallas Loft Collection 2017 BUILDINGS™ Production Innovation Grand Award (1st Place) – Ruckus Collection            2016 Nightingale Award, Gold – Fabrics &amp; Textiles Category – Pallas Gaia Collection 2016 Nightingale Award, Silver - Conference Seating Category – Doni Seating Collection 2016 EdSpaces Innovation Awards, Seating Category Winner – Ruckus Collection 2016 EdSpaces Innovation Awards, Best in Competition – Ruckus Collection 2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – MyPlace Lounge Collection            2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Lightline (Freeform) Architectural Wall 2016 Best of NeoCon® Gold – MyPlace Lounge Collection 2015 Best of NeoCon® Gold - Evoke Architectural Walls 2015 Best of NeoCon® Silver - Soltice Metal Collection 2015 Best of NeoCon® Innovation Award - Sway Lounge Collection 2015 #9 Contract Magazine Ranking Health Care Textiles Category – Pallas Textiles</p> <p>Business and Industry 2018 – Weyenberg Prize for Business Excellence 2018            KI was awarded the Weyenberg Prize for Business Excellence, co-sponsored by the University of Wisconsin – Green Bay and InitiativeOne Leadership Institute. The Weyenberg Prize seeks to honor business excellence – companies where transformational leadership, strategy development, and strategic execution are embedded deep within the corporate culture.</p> <p>Sustainability            2010-2019 Green Masters Award – Wisconsin Sustainable Business Council</p>
19	What percentage of your sales are to the governmental sector in the past three years	<p>KI's percentage of sales into the government sector over the past 3 years is between 5% and 25%. KI's product offerings allow for State and Local government to choose functional and quality products without sacrificing the most current styles and collaborative trends. KI experiences sales growth in the Government sector each year. (This growth does not include KI's Prison Industries programs).</p>
20	What percentage of your sales are to the education sector in the past three years	<p>KI's percentage of sales into the educational sector over the past 3 years is between 50% and 75%. KI proudly manufactures furniture solutions that support the freedom to move, a vital need and so much more. Supporting the development of world-class learning environments has been – and always will be – at the very core of KI. It's what we do best. KI has experiences growth in sales within the educational sector each year. KI education markets are critical to KI's vertical market strategy. The combined sales is ranked 1 and 2 within KI's vertical markets.</p>
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>KI holds cooperative purchasing agreements with groups such as NASPO, OMNIA and TIPS. KI also holds up to 26 State contracts. A growing number of States have adopted the Sourcewell cooperative and KI Furniture as their lead-state contract. Annual Sales per GPO and State contracts vary from \$100K - \$50 Million. Sourcewell is the most requested and utilized contract in KI's portfolio.</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>KI holds a General Service Administration (GSA) Contract, number: GS-28F-0033P. Annually, KI performs in the range of \$1 million - \$50 Million.</p>

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *
Tulsa Public Schools: East Central Library	Shawn Parks	918.746.9724
Stillwater Public Schools: Sangre Ridge Elementary Library	John Anders, Facilities Director	405.533.6340
Florida International University	Mark Marine, Manager of Administrative Services	305.348.7357
Department of Juvenile Justice: Fort Myers Youth Academy	Katrina Harvey	239.210.0934

**Table 5: Top Five Government or Education Customers**

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
College/ University	Education	Wisconsin - WI	Supplied good and services	Approximately \$500K to \$1M/project	Approximately \$5M to \$12M
College/ University	Education	North Carolina - NC	Supplied good and services	Approximately \$250K to \$1M/project	Approximately \$1M to \$8M
K-12 Public	Education	New York - NY	Supplied good and services	Approximately \$250K to \$500K/project	Approximately \$500K to \$5M
Local Government	Government	Minnesota - MN	Supplied good and services	Approximately \$500K to \$1M/project	Approximately \$1M to \$8M
Local Government	Government	Florida - FL	Supplied good and services	Approximately \$250K to \$500K/project	Approximately \$250K to \$3M

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	<p>KI Locations or Sales Specialist Near You In addition to corporate headquarters, showro better understand your overall project objectives. KI has broken out the numbers below.</p> <p>National Support and Service:</p> <ul style="list-style-type: none"> <li>- 22 Showrooms – eight of which are international</li> <li>- 3 Divisions</li> <li>- 8 Manufacturing Locations – three of which are international</li> </ul> <p>Field Sales Force:</p> <ul style="list-style-type: none"> <li>- 74 Direct Sales Representatives</li> <li>- 87 Independent Sales Representatives</li> <li>- 13 Canadian Sales Representatives</li> </ul> <p>Corporate Support and Service:</p> <ul style="list-style-type: none"> <li>- 5 staff - Market Development Analysts - The goal of the Market Development area is to generate thousands of "qualified" project opportunities. These projects must be "new" to the field and not already registered in our internal database.</li> <li>- 54 staff - Inside Sales Support - KI has a dedicated Inside Sales Support area that works within a specific region to support customers, clients and sales representatives. This area includes actively marketing KI's product offering throughout their designated region.</li> <li>- 174 staff – Corporate Customer Service and other Support Teams - When a customer places a call to the KI customer service departments, a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe.</li> <li>- Customer Service Agents are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise.</li> <li>- Customer Service Team Manager provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics.</li> </ul>
26	Dealer network or other distribution methods.	<p>Dealer Network KI has 340 approved dealers and 58 approved dealer representatives c listing for your review.</p> <p>Spacesaver Corporation 23 US Area Contractor/Distributor 11 Canadian Distributors</p>
27	Service force.	<p>Division of KI – Corporate Services</p> <p>52 Staff - Installation Management Services (Corporate Services): The Corporate Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained and specialize in the installation, maintenance, and repair of all of KI's products</p> <ul style="list-style-type: none"> <li>- 9 Staff - Regional Managers</li> <li>- 31 Staff – Installation Supervisors</li> <li>- 9 Staff - Installation and Account Coordinators</li> <li>- 3 Staff - Project Managers</li> <li>- 153 – Certified Installers throughout the country</li> </ul>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Account Management We are transparent when it comes to your project, because we know it is more than a business transaction.</p> <p>While you will have one main point of contact, know that an entire team will be working on your behalf. The cross-functional team includes tenured industry professionals who specialize in executing large and complex projects. The team is selected based on your needs, so in addition to your sales representative and customer service representative, team members may also be selected from design, manufacturing, finance or any other area of the business that could positively impact the outcome of your project.</p> <p><b>CENTRALIZED PROJECT MANAGEMENT</b>  KI's centralized approach to project management, offers clients a variety of critical benefits, including:</p> <ul style="list-style-type: none"> <li>• Intimate project knowledge and local representation</li> <li>• Access to an experienced corporate team of project managers</li> <li>• Access to a dedicated client support team, along with a single point of contact</li> <li>• Complementary CAD and other support services (including revisions)</li> <li>• Continuity and consistency in project management practices</li> <li>• Centralized data management</li> </ul> <p><b>LOCAL SUPPORT</b>  Your sales specialist is based out of your geographic area and can respond to your needs in person, if necessary. This person is responsible for your account as well as specific projects you have in progress and will work with you one-on-one to develop account management site plans, discuss projects in progress, perform site reviews, etc. The sales specialist can also engage, when necessary, with his or her district sales leader who can provide account support while ensuring project integrity from start to finish.</p> <p>KI Customer Service Customer service agents interface with design/engineering, manufacturing and logistic departments to handle customer concerns and issues. Standard hours of operation are from 8 a.m. to 5 p.m. with fluctuation for specific geographic areas. When a customer places a call to the KI customer service department, the customer will be greeted by a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible and adheres to four-hour response timeframe.</p> <p>Please find the complete Customer Service Program attached for your review.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>KI and its Subsidiaries are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Neither KI nor its Subsidiaries are limited to any geographical area.</p> <p>KI and its Subsidiaries are able to service all of Sourcewell market segments through the proposed contract.</p>
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	KI and its Subsidiaries are able to fully serve ALL Sourcewell Member sectors that utilize commercial furnishings through the proposed contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>KI and its Subsidiaries do not have any specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.</p> <p>For shipments destined to other U.S. states (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Tradeshows KI will market and promote the Sourcewell contract during tradeshows with customized literature and signage. KI will actively participate in the AASA, NAEP, I-ASBO, NACO, NIGP and all the additional shows we participates in annually. KI attends approximately 50+ tradeshows a year.
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Over the years, we've developed a keen eye and learned quite a bit about what works and what doesn't. And it's important to us to share that information with you...to inspire you and help you make smart furniture solutions. To that end, we have several resources where you can leverage our experience and get inspired!</p> <p><b>SOCIAL MEDIA</b> For new product ideas and project inspiration, few social media sites have proven more valuable and visual than Pinterest. We've curated endless boards for cool training spaces, work styles, active design, various products, architectural walls, quotes we love, cities we've visited and our favorite – #designmoves. If you're looking for inspiration, here's where you'll find it – PINTEREST.</p> <p>In addition, you can also engage with us on these social channels: facebook, twitter, snapchat, Instagram and YouTube.</p> <p><b>ELECTRONIC CATALOGS</b> We've developed a catalog for each of our core markets. Each catalog offers insights on the market, real-world images, thought-starters and space planning ideas as well as product recommendations. You can flip through the catalogs here or order a printed copy on KI.com.</p> <p>Higher Education Solutions Catalog K-12 Solutions Catalog Healthcare Solutions Catalog Business Solutions Catalog</p> <p><b>THOUGHT LEADERSHIP</b> White Papers: Our product design is based on human-centered design. We are often in the field observing, interviewing and experimenting. In addition, our market leadership team is always researching and investigating how our furniture can support the way you work, learn, relax and heal. We've compiled that information into several white papers to help you plan the perfect environment.</p> <p>The Learner's Journey Collegiate/Workplace Design Improving Clinic Design Understanding Active Design</p> <p>KI Blog: If you don't have time to thoroughly read a white paper, you can glean a lot of info from thought leaders.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Marketing Sourcewell proactively and jointly market KI's contract to agencies nationwide throughout the United States through a network of major sponsors (AASA, NAEP, I-ASBO, NACO, NIGP) and state-level sponsors. In addition, Sourcewell staff will enhance the Supplier's marketing efforts through in-person/phone meeting with public agencies, participation in key events, tradeshow, web site, social media, publications, and by providing online tools to the Supplier's sales force.</p> <p>Training Anticipate that Sourcewell would be dedicated to the training and education of KI's sales staff on the Sourcewell contract.</p> <p>Knowledge Management Support Anticipate Sourcewell would provide resources and tools that support marketing, training, and targeting data.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>KI offers an e-procurement ordering process via third party technologies. These private "purchasing portals" are available for qualified requests. KI customers use the e-procurement system as a means of transacting online purchase orders via private web pages, individually loaded with customer-approved style and finish options as well as contract pricing. These electronic systems allow numerous locations and purchasing entities to utilize one central method of submitting purchase orders, which streamlines paperwork and improves communication.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response: *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	KI provides published installation/ assembly instructions and user / maintenance manuals for products directly to the client at no additional cost. Along with written information, KI personnel can provide hands-on product training. This valuable face-to-face interaction between knowledgeable KI employees and client facilities personnel provides a proactive learning experience and offers a forum in which to raise questions and discover the most efficient methods of product handling. Once trained, facilities personnel can handle a wide range of product maintenance procedures, eliminating the need to hire outside labor for simple product adjustments. This would be an optional request at no additional charge.
37	Describe any technological advances that your proposed products or services offer.	<p>Innovation</p> <p>KI is a unique contract furniture manufacturer. We use a Go-To-Market strategy to tailor products and service solutions to the specific needs of each customer. In fact, many of our "standard" products were born out of the need to solve a particular customer's challenge. Once we develop a furniture innovation, we share in the success of these personalized solutions by making them available to all our customers.</p> <p>Innovation is Part of Our DNA  Innovation: Large Space  Installation  KI has demonstrated the ability to create unique, productive, ergonomically complete work environments based on our client's goals and objectives.</p> <p>Innovation: Implement IPD Process and Save Time  KI continues to evolve the innovation process to maximize efficiency through all phases of design, fabrication and construction.</p> <p>The key to a successful IPD process is early trade involvement. KI recognizes that organizations that work on different projects can bring interesting points of view on how to handle specific workplace issues. Electricians and data management specialists can enlighten us on their challenges in managing technology and power that we can integrate with our product solutions. General construction works closely with KI, especially on movable wall projects, because interior architecture and furniture are so tightly entwined.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please reference KI Circular Economy Model - Attachment
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please reference KI Eco-Labels Ratings Certifications - Attachment

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As an equal opportunity employer, KI implements fair labor and business practices across all levels of the organization. Promoting a balanced playing field in the marketplace, KI follows basic guidelines when selecting subcontractors. Ensuring fair procurement of products and services, KI participates in the development, preparation and execution of individual subcontracting plans and monitors performance relative to each plan. The company's support of minority and women-owned enterprises is demonstrated through outreach efforts, internal guidelines and processes, contractual language and incentive plans. Some of the specific ways KI can meet supplier diversity initiatives include.</p> <p>Outreach efforts to obtain sources:</p> <ul style="list-style-type: none"> <li>• Contracting minority and small business trade associations</li> <li>• Contracting business development organizations</li> <li>• Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (Pro-Net) System.</li> <li>• Attending small, minority and women-owned small business procurement conferences and trade fair.</li> </ul> <p>Internal efforts to guide and encourage purchasing personnel:</p> <ul style="list-style-type: none"> <li>• Presenting workshops, seminars and training programs</li> <li>• Establishing, maintaining and using small, hubzone small, small disadvantaged and women-owned small business source lists, guides and other data for soliciting subcontracts.</li> <li>• Monitoring activities to evaluate compliance with the subcontracting plan</li> </ul> <p>KI also participates and cooperates in pertinent studies and/or surveys as well as periodic compliance reporting which show compliance with subcontracting plans.</p> <p>Please find "KI's Minority Plan for 2019" attached for your review.</p> <p>You will also find the certification for each dealer partner listed on the approved dealer list attached for question 26. Dealer Network.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>KI has numerous unique qualities.</p> <ul style="list-style-type: none"> <li>• The Sourcewell member is the most important customer to KI. Some manufacturers have to keep their largest distributors happy and large distributors have to keep their key providers happy, KI is only concerned with providing the right solution for the Sourcewell members.</li> <li>• If standard furniture options just aren't working for you and you need an "outside the box" solution, look to Infinity from KI. Approximately 20% of all KI solutions fall into the category of Infinity, compared to an industry average of roughly 1%. Whether you want to modify an existing KI product or create something from concept, we can help.</li> <li>• The Education and Government customers are KI's "Core Markets". The Sourcewell members aren't an opportunity market for us they are who we interact with on a daily basis to improve learning and productivity.</li> <li>• KI is 100% employee owned ESOP Company. Every employee/owner is responsible for and committed to doing the right thing, the right way, every time, because we all dependent upon it.</li> <li>• KI is a United States manufacturer. Some of the industry giants import up to 40% of their products sold in the United States. KI imports a much smaller percentage and is driven to create more local jobs who support Education and Government markets with their taxes.</li> <li>• KI has the broadest selection of products in the industry which allows for "1-stop shopping" which allows the Sourcewell member to attain the deepest discount tier more easily than having to select from multiple sources.</li> </ul>
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>KI has the ability to service Canadian customers through our Canada subsidiaries however there are barriers that exist regarding certifications which can be cost prohibitive. KI's current submission does not provide a pricing structure for the international business, however should the Canadian demand increase, KI can look at the pricing structure and business practices required in order to service this geographic area in an effort to navigate the exchange rate and tax challenges.</p>

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	<p>Yes, KI's warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period.</p> <p>Labor Warranty Further subject to the limitations set forth below, KI warrants that the KI product will be installed in compliance with all manufacturer specifications. If, during the ninety (90) days immediately following initial installation, KI reasonably determines that one or more aspects of the KI product was not installed according to manufacturer specifications, KI shall, at KI's expense, reinstall the affected components according to manufacturer specifications. KI shall be afforded reasonable access to all components suspected to require reinstallation in order to determine warranty coverage. Claims of alleged faulty installation made to KI outside the aforementioned ninety (90)-day period shall fall outside the scope of this warranty, and KI shall be under no obligation to provide any reinstallation services for untimely claims.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	KI's Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	KI has the ability to provide a certified technician to perform warranty work in any geographical location. Each Sourcewell Member will be provided detailed information as to how to contact KI or KI's representative for warranty work.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	KI is the manufacturer and will cover all products that are part of our proposal.
48	What are your proposed exchange and return programs and policies?	<p>KI is a just in time manufacturer and produces products according to a client's specific specifications, therefore an exchange option or program is not required.</p> <p>Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.</p> <p>If a product is defective upon arrival, and if written notice of the defect is given to KI, both product and services will be covered by KI's warranty.</p>
49	Describe any service contract options for the items included in your proposal.	<p>KI will offer its full product line and our subsidiary companies product lines to Sourcewell. KI has an extensive educational portfolio, along with a full line of systems products, files &amp; storage, seating, tables, lounge seating, healthcare, casegoods, architectural walls, and auditorium applications.</p> <p>KI also has factory trained technicians and installation partners throughout the US that can assist in fulfillment needs.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>KI uses the tools of Salesforce.com to store Sourcewell contract terms and discounting. Salesforce.com is tied to KI's proprietary quoting system in a way that once the Sourcewell contract number is loaded into the system, Salesforce.com auto feeds the discounting into the required Product fields of the quote.</p> <p>Each Sourcewell Purchasing option and tier has a unique contract number in Sourcewell to ensure proper costing is populated based on the customer requirements. KI is composed of a team of inside sales specialists, Regional Sales Representatives and a robust Dealer network.</p> <p>A select number of dealer partners have access to the proprietary quoting program and are trained on its use. All other Dealer network partners must request a quote from KI in an effort to ensure contract discounting compliance. Built into KI's pricing submittal is Dealer compensation.</p> <p>KI values the customer experience and finds great value in allowing the Customer to determine their comfort level in administering a purchase order direct to the Manufacturer or through their trusted Dealer network. Either way, KI makes sure that the end-user price is always based on the awarded contract discount.</p> <p>The unique Sourcewell contract numbers that were applied to the various Sourcewell procurement options (volume tiers and Delivered or Delivered and installed) are noted on the quote cover page and urged to be mentioned on the Members purchase order as an extra measure. Once a PO and accompanied quotation is received by KI's order entry team, they log in the order and order information including the Sourcewell contract numbers. KI's system has programing written to scan for the use of the Sourcewell contract and accrue the administration fee for future reporting and payment.</p> <p>On a quarterly basis KI's Contract Management department will run the reporting based on all of the Sourcewell contracts and input the data into the Sourcewell sales usage templates. The sales total is calculated based upon the agreed upon administration fee and a check from the accrued account is cut and accompanied by the sales usage report to the remittance address of Sourcewell.</p> <p>Over the last few years KI has invested many resources into programing a proficient way to have our procurement programs and automations take the guess work out of the compliances. The current enhancements have helped make a good process great and we are not about to stop there. Every year the KI team looks at how we can reinvest our efforts into making a Customer's experience better. To KI a Customer is defined as our internal team and partners, and anyone affiliated with KI and its business. Our goal is to continue to grow and find ways to make working with KI an effortless experience.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, P-Cards are accepted at time of order placement only, order needs to be \$500 or less and be paid in full. There would be no additional costs to the Sourcewell Member if using this process.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>KI will be providing a percentage discount off KI's published product price lists.</p> <p>In a continuing effort to improve efficiency and reduce our environmental impact, KI will no longer offer printed price lists. KI price lists are now available in electronic format (PDF) only. We have provided Sourcewell with direct links to all of KI product price lists. These price lists are also available at <a href="http://ki.com/planning/pricelists.aspx">ki.com/planning/pricelists.aspx</a> to download. It is best to rely on the electronic (PDF) versions of the price lists to ensure that you and your members are viewing the most recent pricing.</p> <p>As a manufacturer of commercial educational/office furniture, KI offers numerous options in colors, fabrics, laminates, styles, paint finish for every product we sell. Providing sku # for every option would entail literally millions of sku numbers. Product selections can be provided by KI Representatives or through our extensive dealer network.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Catalogs provided show "list pricing". KI will be providing a percentage discount off list pricing.</p> <p>Discounts will vary depending on product and geographic area. KI has established 4 "zones" that will cover our 48 contiguous states. Those 4 zones offer both a "dock" delivery option and an "installed" option for Sourcewell customers. Zone 5 has been established for Alaska and Hawaii. Zone 5 offers a "dock" delivery option only for port of exit. Delivery from continental US to HI or AK may have an additional charge. Installation, if requested, will be negotiated between the customer and the installer on a case by case basis.</p> <p>Using the total list price of a project, the tiered discount can then be determined.</p> <p>Please see the product discount spreadsheet under the Pricing Offered section of the RFP.</p>
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>KI's pricing policy is to always provide the "BEST PRICE" on all of its products, which eliminates the need for rebates, incentives, or additional discounts. It is KI's intent to provide Sourcewell and its members with the "BEST PRICE", based on the terms and conditions, as documented in the Pricing offer.</p>
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>KI will assist in the procurement of "Sourced Goods" (non-KI product) provided that the majority of the order is made up of KI Products. These items would be sold at cost plus a percentage.</p> <p>KI also has an internal group (Personalized Solutions Group), which takes product solutions and makes minor modifications to them, again to meet a specific client needs, application, or sustainability requirement. Personalized solutions allows KI the ability to create greater variety in products at desirable prices. These items would be quoted on a case by case basis.</p>
58	Identify any element of the total cost of acquisition that is NO pre- delivery inspection, installation, set up, mandatory training	<p>Not only has KI provided a discount for dock delivery but we have also provided an "installed" option for Sourcewell customers.</p> <p>Installation for HI or AK, if requested, will be negotiated between the customer and the installer on a case by case basis.</p> <p>Auditorium /Fixed Seating &amp; Demountable Walls Architectural products charges and are quoted on a project by project basis.</p> <p>Spacesaver Products Installation: Due to the customer nature of this equipment, it is quoted per project; however, installation charges for non-union, non- prevailing wage projects will not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.</p>

59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Products quoted as "Delivered Pricing", no additional cost will be given. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.</p> <p>Accessorial Fees: Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:</p> <ul style="list-style-type: none"> <li>• A need for special delivery equipment, including lift gates</li> <li>• The absence of a loading dock</li> <li>• Re-direction or re-consignment of product</li> <li>• Detention charges</li> <li>• Street unloads</li> <li>• Improper refusal of product</li> <li>• After hours/weekend installation</li> <li>• Union labor rates if required</li> <li>• Additional fees for installations in excess of 30 miles from closest servicing center and on full service installation orders less than \$2,500.</li> </ul> <p>Auditorium /Fixed Seating &amp; Demountable Walls Architectural products transportation and are quoted on a project by project basis.</p> <p>Spacesaver Products Freight and inside delivery: is quoted per project lowest cost to each member.</p>
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>KI reserves the right to select the "best way" shipment methods and methods of delivery. Delivery times are: 9:00 a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than truckload. For other U.S. states or foreign territories, delivery will be made to a prearranged location.</p>
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>KI's Discounting is zoned in a way to provide price relief to geographic areas. Within this structure KI provides multiple delivery options for each end users site conditions and specifics.</p> <p>A few of KI shipping methods are:</p> <ul style="list-style-type: none"> <li>• Parcel (FedEx or UPS)</li> <li>• Standard LTL</li> <li>• Truckload</li> <li>• Advance Shipment Notification (ASN)</li> <li>• Blanket Wrapping</li> </ul>

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Salesforce.com is communication tool used between the field sales organization and customer support at the corporate office. It gives real-time updates and instructions where needed and helps in product management, reporting, and contract management.</p> <p>Salesforce allows the company to provide one view of the customer to its internal employees and Sales Associates. All KI sales and support roles have visibility to the accounts, contract pricing, and contacts that interact with KI personnel in the order-to-cash cycle. They also have collaborative technology to share information on opportunities and cases.</p> <p>Sourcewell members that have a direct account, the KI contract number is listed on the account. This contract number will automatically appear on their orders when they are entered. If the Sourcewell contract number is noted on the order or on the quote from the sales rep, then that contract number is entered on the order.</p> <p>KI's Process for tracking sales from distributors and/or dealers</p> <ul style="list-style-type: none"> <li>- On a weekly basis, reports of orders that are entered during the previous week are printed.</li> <li>- The end-user is determined on each order by checking the mailing the sales rep/de</li> <li>- The end-user of each order is then checked against the Sourcewell member list. If the end-user is listed on the membership lists, the contract number is added to the order.</li> <li>- At the end of the quarter, the EDI report is run, which captures all orders during that quarter with the Sourcewell contract number listed on it.</li> <li>- When a dealer would have purchased for a member, the contract number is listed in the notes and all of the member information is then listed on the report.</li> <li>- Showcase query is then used to put the EDI information into the Excel document.</li> <li>- The report is then again checked one last time to make sure end-users are still an existing member of Sourcewell. At this time the member's name, address and member numbers are also check for accuracy.</li> <li>- When all final checks are completed, the report is sent via email to Sourcewell.</li> <li>- The admin fee and letter is then to Sourcewell.</li> </ul>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	KI and its Subsidiaries would like to propose a 1% administrative fee calculated as a percentage of the contract sale price and to be payable to Sourcewell for facilitation and promotion of the contract opportunity.

**Table 14: Industry Specific Questions**

Line Item	Question	Response *
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most important is the feedback from the customer. KI has taken on a major initiative in enhancing the customer experience. Through our continuous improvement of corporate processes and policy to our internal customer service training and our customer surveys KI believes that the customer's needs will continue to change, and KI must adapt with it. Every survey score is reviewed and any score that is low is flagged and a personal call is made by our leadership team to assist in improving the experience and learning what steps need to be taken to make this the exception.

66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	<p>Commitment to Quality Everyone at KI – from the sales representative out in the field to key part of the equation.</p> <p>To ensure our customers throughout the world feel assured that our products and services will meet their diverse quality requirements, we practice several quality performance measurements, including ISO 9001 certification, Six Sigma methodology, Kaizen processes and high ethical standards. We also incorporate environmental health and safety programs to ensure our business protects the health and safety of our employees, customers, vendors, communities and environment.</p> <p>KI's BIFMA Testing Lab certified Sourcewell can assure its members of the finest products by insisting that vendors meet acceptable quality standards. Those acceptable standards in the contract furniture industry are ANSI/BIFMA standards that test for stability, strength, durability and load. We qualify KI products to the applicable ANSI/BIFMA and UL test standards through independent and internal testing. KI is ISO 9001 registered, houses a state-of-the art and accredited laboratory testing facility with accurate equipment and fully trained personnel.</p> <p>*Copies of specific KI product test results are available upon request as required for product specifications, etc.*</p> <p>Our customers' appraisals of our performance, specifically quality, is of utmost importance to us. Please find the attachment titled BIFMA Testing for your review.</p>
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	<p><b>FURNISHING KNOWLEDGE THROUGH DESIGN</b></p> <p>Design shapes how we see ourselves, drives emotion and ensures safety. Our approach to design uses platforms of simplicity, universality and connectivity. Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and a balance between the basic work styles (Focus, Interaction, Ideation and Regenerative) and behavioral needs of users.</p> <p>Whether you're furnishing a school, workplace, healthcare center or government facility, each space presents its own nuances and challenges. At KI, we've spent decades learning about each of these core markets. We apply that knowledge to designing furniture that meets each market's specific requirements for aesthetics, durability, functionality, flexibility and technology integration. We invite you to experience how we can collaborate to meet your furniture needs.</p> <p>We can help you design campus and learning spaces that support a variety of engaging activities and reflect the growing importance of innovation, collaboration and creativity as found in professional environments.</p> <p>KI will work with Sourcewell members through brainstorming and collaborative activities to uncover key insights for their specific projects.</p>

68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	<p>Infinity from KI At KI, we are uniquely positioned to bring your vision to life through our totally from scratch.</p> <p>Infinity from KI is a tried-and-true way for the KI team to engage with you to design and build the furniture you want and need -- personalized for your brand, your employees, your space.</p> <p>Inspiration can come from anywhere. Perhaps you like a standard KI product but you want to change a feature that we may not consider "standard" for that product. That's okay; we can do it! Or, perhaps you want to change everything about the product and create a totally new product. We can do that, too.</p> <p>See It Spec It See It Spec It allows you to view different fabrics, finishes and options on select products. With the click of a button, change the fabrics and finishes on select seating, tables, desking, benching, panel systems, storage and accessories.</p> <p>CAD/Revit Symbols Our CAD and Revit symbol library will quickly and accurately provide you with the product information you need to specify your project.</p> <p>Browse our 2D and 3D planning symbols available in DWG (CAD) or RFA (Revit) formats, compatible with a variety of planning and visualization software platforms. Learn more about our additional technologies, Encompass, 20/20 Technologies and Project Matrix.</p> <p>Images Browse, download and share images of KI furniture in myriad styles and applications.</p> <p>Surface Materials: Fabrics &amp; Finishes Browse standard fabric and finish offerings and view specifications, colorways and product approvals.</p>
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	<p>KI has evolved over it's time to not just look at what products we can provide to an end user, but to act as visionaries, to see and understand what the Customer needs. Our design and development team is active among the Architectural and Design firms trying to get an understanding of what our customer in every market is looking for. Over time the way people work changes, and in some cases, history tends to repeat itself and a customer's needs can go full circle. That has never been more apparent than in todays markets and it is importance to stay ahead of those needs.</p> <p>By listening and networking within the core markets, our teams can assist in creating efficiencies and certainly does not sacrifice its quality. We may have started out provid</p>
70	Describe how your products are integrated or factor into a LEED certified facility.	<p>Environmental Overview LEED Programs</p> <p>RECYCLED CONTENT (1-2 Points) All KI products contain varying percentages of recycled content based on the material, product, and any specific or variable requirements.</p> <p>REGIONAL MATERIALS (1-4 Points) Manufactured within 500 miles of the project location. Manufactured: Six manufacturing l depending on product. Raw materials: As a just in time manufacturer, material selection project locations will vary.</p> <p>CONSTRUCTION WASTE MANAGEMENT (1-2 Points) Packaging Material - All corrugate, plastic wrap, metal or plastic binding is recyclable. - Packaging options help to support LEED NC &amp; CI – MR 2.1 and MR 2.2 Construction Waste Management or LEED EB - MR Prerequisite 1.1 Source Reduction and Waste Management. - KI can assist in creating an onsite recycling program with the General Contractor.</p> <p>LOW EMITTING MATERIALS (1-2 Points) SCS Indoor Advantage™ Gold Certificate can be found at: <a href="http://www.scsglobalservices.org">www.scsglobalservices.org</a></p>

		<ul style="list-style-type: none"> <li>- Qualifies for LEED low-emitting materials credits, complies with ANSI/BIFMA X7.1/M7.1, meets CA 01350.</li> </ul> <p><b>CERTIFIED WOOD (1 Point)</b>          Forest Stewardship Council (FSC) Certified FSC Chain of Custody verification @ <a href="http://www.fsc.org">www.fsc.org</a>          - Available by "special request" on wood options</p> <p><b>DAYLIGHT AND VIEWS: Daylighting (1-2 Points)</b> Maximize interior daylighting strategies          - Movable Walls and Systems with glass options</p> <p><b>HEALTH PRODUCT DECLARATIONS (HPD) (1 Point)</b>          - Health Product Declaration (HPDs) provide a full disclosure of the potential chemicals of concern in products by comparing product ingredients to a wide variety of "hazard" lists published by government authorities and scientific associations.          - KI continues to add products to this list as we receive supplier information.</p> <p><b>LIFE CYCLE ASSESSMENT (LCA)/ENVIRONMENTAL PRODUCT DECLARATION (EPD) (1 Point)</b>          - LCA/EPD is a technique to assess the environmental aspects and potential impacts associated with a product.          - Our goal is complete at least one LCA/EPD a year due to the time needed and the costs involved in gathering and creating documentation.          - KI continues to add products to this list as we receive supplier information.</p> <p><b>RE-USE/RECYCLING (1 Point)</b>          - KI selects materials that can be recycled at the end of a product's use and designs its products so that it can be easily disassembled and separated for local recycling facilities.          - Disassembly Instructions can be found online or by request.          - We have resources and a National Program that will assist or remove product and either donate to a non-profit or recycle the product to eliminate it from the landfill.</p> <p><b>FACTS® CERTIFICATION (ACT)</b>          - The Facts certification mark is owned by the Association for Contract Textiles, Inc. (ACT)          - A Facts sustainability rating indicates a textile has been evaluated for environmental, economic and social aspects across its life cycle.          - Pallas currently has over 35 sku's that have been awarded this certification.</p> <p><b>LEED Other Credits: (1-4 Points)</b>          - Environmentally preferable interior finishes and furnishings, allows project teams to earn an Innovation point for purchasing products certified under ANSI/BIFMA e3 Furniture Sustainability Standard.          - Enhanced Acoustical Performance: Design to meet STC Rating and reducing external and internal noise transmissions/          - Innovation Credits:             <ul style="list-style-type: none"> <li>o Pilot Credit 44: Ergonomic Strategy; Identify activities and benefits of equipment, and education.</li> <li>o Design for Flexibility</li> <li>o Regional Materials</li> </ul> </p>
71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	<p>KI and its subsidiaries have been successful in continuing to grow our market share since the beginning of our relationship with Sourcewell in 2008. We believe that our values and passion to support the customer are strongly aligned. Both Sourcewell and KI value the relationships with the customer and continue to better understand how to support the Government and Educational sectors. KI has strong leadership and strive to provide training to our representatives regarding the importance of these aligned goals. In turn we understand the importance of being able to satisfy the customer's desire to work with specific local dealers/ contractors/ installers that other manufacturers who must utilize franchise dealers cannot. The advantage this presents is customer comfort, the ability to work with who they are comfortable with. Our goal is to continue to partner with other Sourcewell contract holders to promote KI product and the Sourcewell portfolio of contracts, for the betterment of its members. Our growth and success in these markets will continue to grow by instilling these values and offering this effortless experience to the Sourcewell members and any customer looking for a furniture solution.</p>

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - 10. Financials strength and stability.pdf - Monday December 16, 2019 17:07:33
  - [Marketing Plan/Samples](#) - 32. Marketing - Sourcewell---KI-Contract-Overview.pdf - Monday December 16, 2019 17:08:01
  - [WMBE/MBE/SBE or Related Certificates](#) - 40. Minority (MWBE) Subcontracting Plan-2019.pdf - Monday December 16, 2019 17:08:10
  - [Warranty Information](#) - 43. Terms-Conditions-Rights-and-Warranties.pdf - Monday December 16, 2019 17:08:21
  - [Pricing](#) - 62.Pricing Sourcewell Discount Matrix.xls - Wednesday December 18, 2019 10:37:45
  - [Additional Document](#) - Additional Documents.pdf - Monday December 16, 2019 17:20:07

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Guy Patske, Assistant Secretary , Krueger International, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No



Awarded Contract

Contract # 121919-KII



# INFO SHEET

## SPACESAVER DISCOUNT STRUCTURE

**Sourcewell (Formally NJPA) Contract No. 121919- KII**  
**Furniture & Related Accessories & Services**

<b>Mobile &amp; Wheelhouse® Products</b>	
List Price Range	Discount
\$1.00 - \$15,000.00	42.10%
\$15,001.00 - \$50,000.00	42.70%
\$50,001.00 - \$100,000.00	45.00%
\$100,001.00 - \$200,000.00	47.60%
\$200,001.00 and Above	Consult with Local Distributor

<b>4-Post &amp; Case Type Shelving</b>	
List Price Range	Discount
\$1.00 - \$15,000.00	40.50%
\$15,001.00 - \$50,000.00	42.90%
\$50,001.00 - \$100,000.00	47.90%
\$100,001.00 - \$200,000.00	50.90%
\$200,001.00 and Above	Consult with Local Distributor

<b>Cantilever Shelving &amp; FrameWRX® Modular Bin Storage</b>	
List Price Range	Discount
\$1.00 - \$15,000.00	42.90%
\$15,001.00 - \$50,000.00	45.90%
\$50,001.00 - \$100,000.00	50.30%
\$100,001.00 - \$200,000.00	54.00%
\$200,001.00 and Above	Consult with Local Distributor

<b>RaptorRAC® Wide Span Shelving</b>	
List Price Range	Discount
\$1.00 - \$75,000.00	42.10%
\$75,001.00 - \$200,000.00	45.00%
\$200,001.00 and Above	Consult with Local Distributor



## INFO SHEET SOURCEWELL (FORMERLY NJPA) CONTRACT

<b>Storage Products (including Lockers, Doors &amp; Drawers, Art Racks, UWR®)</b>	
List Price Range	Discount
\$1.00 - \$15,000.00	42.10%
\$15,001.00 - \$50,000.00	42.70%
\$50,001.00 - \$100,000.00	47.60%
\$100,001.00 - \$200,000.00	48.90%
\$200,001.00 and Above	Consult with Local Distributor

<b>ActivRAC® Mobile Storage Systems (excluding Stainless Steel &amp; 30p)</b>	
List Price Range	Discount
\$0.00 and Above	42.10%

<b>Viking Museum Cabinets</b>	
List Price Range	Discount
\$0.00 and Above	42.10%

<b>Day Use Lockers</b>	
List Price Range	Discount
\$0.00 and Above	42.10%

<b>XTend® High-Bay Mobile, High-Bay Shelving, ControlLOC™ and ActivRAC® Stainless Steel</b>	
List Price Range	Discount
\$0.00 and Above	Consult with Local Distributor

- For projects over list price range noted, consult with local Distributor.
- Freight and inside delivery: is quoted per project based on the size and scope of the member's specific project. This will provide the best value, lowest cost to each member.
- Installation: Due to the customer nature of this equipment, it is quoted per project; however, installation charges for non-union, non-prevailing wage projects will not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.
- Any surcharges in effect at time of order will be applied to all individual orders.
- Warranty: 5-years parts, 1-year labor.
- Shipments: 60 - 90 days ARO.
- Payment Terms: Net 30 days.
- Ordering: c/o any authorized Spacesaver Area Contractor (see attachment.)
- FOB Points: All items shipped FOB destination within continental United State from 1450 Janesville Avenue, Fort Atkinson, WI 53538.
- Spacesaver is a subsidiary of KI.



Spacesaver Corporation  
 1450 Janesville Avenue  
 Fort Atkinson, WI 53538-2798  
 800.492.3434  
 www.spacesaver.com

Product Line	Price List	Delv/Tailgate	Delv/Install	\$0 -	Delv/Tailgate	Delv/Install	\$50,001 - \$100K	Delv/Tailgate	Delv/Install	\$100,001 - \$200K	Delv/Tailgate	Delv/Install	\$200,001 - above	Delv/Install	\$200,000 - above
		\$0 - \$15K	\$15K	\$15,001 - \$50K	\$15,001 - \$50K	\$50,001 - \$100K	\$50,001 - \$100K	\$100,001 - \$200K	\$100,001 - \$200K	\$200,001 - above	\$200,000 - above				
<b>Zone 1 - Furniture RFP 121919</b>															
		Tier 1			Tier 2		Tier 3		Tier 4		Tier 5				
<b>Seating</b>															
All Stack and Guest Seating	Stack and Guest Seating	42	30	46	36	49	39	50	41.5	>= Tier 4					
Apply™															
Bantam™															
Grazie®															
Itoki DP™															
Katera															
Maestro®															
Matrix®															
Opt4™															
Rapture®															
Silhouette®															
Strive®															
Strive® High-density Stack															
Torsion® on the Go®															
Torsion®															
Torsion Air®															
Versa®															
Versa® XL															
Voz															
Doni	Doni Seating Collection	42	30	46	36	49	39	50	41.5	>= Tier 4					
All Task Seating	Task Seating	42	30	46	36	49	39	50	41.5	>= Tier 4					
Allus™															
Apply™															
Avail®															
FourC															
Grazie															
Impress®															
Impress® Ultra															
Oath™															
Pilot															
Sift															
Strive® Task															
Torsion® Task															
Torsion Air® Task															
Voyant															
All Lobby & Lounge Seating	Lobby & Lounge Seating	42	30	46	36	49	39	50	41.5	>= Tier 4					
Arissa Collection															
Hub Modular Seating Collection															
Jessa Lounge Seating															
Kurv Benches															
Lyra Lounge Collection															
Neena Bench															
Sela Lounge Collection															
Soltice Lounge Seating															
Tea Cup Lounge Seating															
MyWay	MyWay Lounge Collection	42	30	46	36	49	39	50	43.5	>= Tier 4					
MyPlace	MyPlace Lounge Collection	42	30	46	36	49	39	50	41.5	>= Tier 4					
Soltice Metal	Soltice Metal Collection	42	30	46	36	49	39	50	41.5	>= Tier 4					
Affina Collection	Affina Collection	42	30	46	36	49	39	50	41.5	>= Tier 4					
Calida Lounge	Calida Lounge	42	30	46	36	49	39	50	41.5	>= Tier 4					
Folding Chairs and Stools	Folding Chairs & Stools	42	30	46	36	49	39	50	41.5	>= Tier 4					

Product Line		Price List	Delv/Tailgate \$0 - \$15K	Delv/Install \$15K	Delv/Tailgate \$15,001 - \$50K	Delv/Install \$15,001 - \$50K	Delv/Tailgate \$50,001 - \$100K	Delv/Install \$50,001 - \$100K	Delv/Tailgate \$100,001 - \$200K	Delv/Install \$100,001 - \$200K	Delv/Tailgate \$200,001 - above	Delv/Install \$200,000 - above
600 Series Industrial Stools, 800 Series Industrial Stools, Auditorium Folding Chair, Design Line Folding Chair, Folding Chair 05, Front Row Seats, ValueLite Folding Chair Storage & Accessories												
Multiple Seating	Multiple Seating		42	30	46	36	49	39	50	41.5	>= Tier 4	
Grazie® Tandem Torsion® Tandem Strive® Tandem Perth® Multiple Seating Solstice® Multiple Seating												
<b>Storage</b>												
700 Series	700 Series Files and Storage		42	30	46	36	49	39	50	41.5	>= Tier 4	
All Terrain Storage	All Terrain Files and Storage		42	30	46	36	49	39	50	41.5	>= Tier 4	
U-Series Storage	U-Series		42	30	46	36	49	39	50	41.5	>= Tier 4	
<b>Technology Support furniture</b>												
Workzone	Workzone Desking		42	30	46	36	49	39	50	41.5	>= Tier 4	
All Powered Tables	Powered Tables		42	30	46	36	49	39	50	41.5	>= Tier 4	
Activ8® DataLink® Flat Screen Garage® InTandem® Smart Lift™ Worksurface Accessories												
Connection Zone	Connection Zone		42	30	46	36	49	39	50	41.5	>= Tier 4	
Trellis	Trellis System		42	30	46	36	49	39	50	41.5	>= Tier 4	
WorkUp	Workup		42	30	46	36	49	39	50	41.5	>= Tier 4	
Toggle	Toggle Table		42	30	46	36	49	39	50	41.5	>= Tier 4	
Backbone	Backbone		42	30	46	36	49	39	50	41.5	>= Tier 4	
Pillar	Pillar		42	30	46	36	49	39	50	42.5	>= Tier 5	
Adjustable Screens	Universal Screen		42	30	46	36	49	39	50	42.5	>= Tier 5	
<b>Systems/Modular Furniture</b>												
700 Series Desks	700 Series Desking System		42	30	46	36	49	39	50	41.5	>= Tier 4	
Genesis	Genesis		42	30	46	36	49	39	50	41.5	>= Tier 4	
True Desking	True Desking		42	30	46	36	49	39	50	41.5	>= Tier 4	
Aristotle	Aristotle Casegoods		42	30	46	36	49	39	50	41.5	>= Tier 4	
System3000	System 3000		42	30	46	36	49	39	50	41.5	>= Tier 4	
WireWorks	WireWorks Panel System		42	30	46	36	49	39	50	41.5	>= Tier 4	
Unite Systems	Unite Systems		42	30	46	36	49	39	50	42.5	>= Tier 4	
Tattoo Collection	Tattoo Collection		42	30	46	36	49	39	50	41.5	>= Tier 4	

Product Line		Price List	Delv/Tailgate \$0 - \$15K	Delv/Install \$15K	Delv/Tailgate \$15,001 - \$50K	Delv/Install \$15,001 - \$50K	Delv/Tailgate \$50,001 - \$100K	Delv/Install \$50,001 - \$100K	Delv/Tailgate \$100,001 - \$200K	Delv/Install \$100,001 - \$200K	Delv/Tailgate \$200,001 - above	Delv/Install \$200,000 - above
<b>Library Furniture</b>												
Sway Collection	Sway Collection		42	30	46	36	49	39	50	39	>= Tier 4	
Crossroads	Crossroads		42	30	46	36	49	39	50	39	>= Tier 4	
Occasional Tables	Occasional Tables		42	30	46	36	49	39	50	41.5	>= Tier 4	
C-Table™												
Flex™												
Solstice®												
Lobby and Lounge Furniture	Lobby & Lounge Seating		42	30	46	36	49	39	50	41.5	>= Tier 4	
Arisa Collection												
Hub Modular Seating Collection												
Jessa Lounge Seating												
Kurv Benches												
Lyra Lounge Collection												
Neena Bench												
Sela Lounge Collection												
Solstice Lounge Seating												
Tea Cup Lounge Seating												
MyPlace	MyPlace Lounge Collection		42	30	46	36	49	39	50	41.5	>= Tier 4	
<b>Cafeteria Furniture</b>												
All Folding Tables	Folding tables		42	30	46	36	49	39	50	41.5	>= Tier 4	
Premier®												
Heritage™												
Emissary®												
DuraLite®												
ValueLite®												
Storage & Accessories												
Uniframe	Folding tables		35	23	37.5	28	40.5	35.5	41.5	37.5	>= Tier 4	
Uniframe Convertible Benches	Folding tables		23	23	28	28	35.5	35.5	37.5	37.5	>= Tier 4	
CafeWay Cafeteria Tables	CafeWay Cafeteria Tables		35	23	37.5	28	40.5	35.5	41.5	37.5	>= Tier 4	
Promenade® Seating System	Promenade® Seating System		42	30	46	36	49	39	50	41.5	>= Tier 4	
<b>Early Childhood Furniture</b>												
Oxford Activity Tables	Classroom Tables and Chairs		42	30	46	36	49	39	50	41.5	>= Tier 4	
* Also see Freestanding Classroom furniture	Classroom Collection											
<b>Audio Visual Furniture</b>												
Trek Tables	Contract Tables		42	30	46	36	49	39	50	41.5	>= Tier 4	
All Terrain Screens	Accessories		42	30	46	36	49	39	50	41.5	>= Tier 4	

Product Line	Price List	Delv/Tailgate	Delv/Install	\$0	Delv/Tailgate	Delv/Install	\$50,001 - \$100K	\$50,001 - \$100K	Delv/Tailgate	Delv/Install	\$100,001 - \$200K	\$100,001 - \$200K	Delv/Tailgate	Delv/Install	\$200,001 - above	\$200,000 - above
		\$0 - \$15K	\$15K		\$15,001 - \$50K	\$15,001 - \$50K			\$50,001 - \$100K	\$50,001 - \$100K			\$100,001 - \$200K	\$100,001 - \$200K		
<b>Training Furniture</b>																
Instruct® Classroom Furniture	Classroom Collection	42	30		46	36			49	39			50	41.5		>= Tier 4
600,800 Series Stools	Folding chairs and Stools	42	30		46	36			49	39			50	41.5		>= Tier 4
Stools	Task Seating	42	30		46	36			49	39			50	41.5		>= Tier 4
Apply Task Stool																
FourC Stool																
Grazie Task Stool																
Impress Task Stool																
Impress Ultra Task Stool																
Sift Task Stool																
Strive Task Stool																
Torsion Air Task Stool																
Torsion Task Stool																
Intellect Activity Tables	Classroom Tables and Chairs	42	30		46	36			49	39			50	41.5		>= Tier 4
Oxford Activity Tables	Classroom Tables and Chairs	42	30		46	36			49	39			50	41.5		>= Tier 4
<b>Educational Office Furniture</b>																
Accessories	Accessories	42	30		46	36			49	39			50	41.5		>= Tier 4
All Terrain® Screens																
Rails for Paper Management Tools																
Isle™ Power Tower																
Worksurface Accessories																
Articulating Monitor Arm Flat Screen Support System																
Drop-in USB Charger																
Qi™ Wireless Charging Module																
Ashley Duo™ Modute																
Electrical Accessories (PowerUp and Villa)																
All folding Tables	Folding Tables	42	30		46	36			49	39			50	41.5		>= Tier 4
Premier®																
Heritage™																
Emissary®																
DuraLite®																
ValueLite®																
Storage & Accessories																
All Tables	Contract Tables	42	30		46	36			49	39			50	41.5		>= Tier 4
Athens®																
Barron®																
Enlite™																
Portico™																
Trek®																
Folding Chair	Folding Chairs and Stools	42	30		46	36			49	39			50	41.5		>= Tier 4
Pirouette Tables	Pirouette Table	42	30		46	36			49	39			50	42.5		>= Tier 4
Serenade Conference	Serenade Conference	42	30		46	36			49	39			50	41.5		>= Tier 4
Workzone	Workzone Deskting	42	30		46	36			49	39			50	41.5		>= Tier 4





**RFP #121919**  
**REQUEST FOR PROPOSALS**  
**for**  
**Furniture Solutions with Related Accessories and Services**

**Proposal Due Date: December 19, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	October 31, 2019
Pre-proposal Conference:	November 21, 2019 10:00 a.m., Central Time
Question Submission Deadline:	December 12, 2019, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>December 19, 2019 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	December 19, 2019, 6:30 p.m., Central Time **

\*\* SEE RFP SUB-SECTION V. G. "OPENING"

## I. ABOUT SOURCEWELL AND MEMBERS

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Proof of publication will be available at the conclusion of the solicitation process.

*For Canadian entities:* This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

## II. EQUIPMENT, PRODUCTS, AND SERVICES

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Furniture Solutions with Related Accessories and Services, for applications such as a) office, conference, lobby, lounge, common, collaboration, multi-purpose, and meeting spaces; b) classroom, lab, studio, and maker spaces; c) library, media, technology, or computer centers; and, d) food service or dining areas, student union spaces, and residence halls. Comprehensive solutions are sought for furniture types to include, but not be limited to:

- a. Desks, chairs (folding and stackable), tables, modular walls, cubicles, seating (benches, fixed, stools, etc.), patio or outdoor, cabinets or integrated storage, and residential hall furnishings;
- b. Related services including rental, design, installation, assembly, safety inspection, repair, renovation, refurbishment, and re-manufacture, retrofit or recycling services for the furniture solutions described above; and
- c. Complementary offerings may include: office related storage and technology integrated furniture solutions.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. RFP#091719 Event Seating and Staging Solutions with Related Accessories and Services
2. RFP#040215 Storage Products or Systems with Related Accessories
3. RFP#081419 Technology Catalog Solutions

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

#### C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcwell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcwell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200M therefore, proposers are expected to propose volume pricing. Sourcwell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcwell cannot consider information that is not provided in the Proposal. Sourcwell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcwell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcwell or its Members occurring under a previously awarded Sourcwell contract may be considered in the evaluation of a proposal.

**III. PRICING**

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:

- a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
  3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
  4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

#### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all

Sourcewell RFP #121919

Furniture Solutions with Related Accessories and Services

requested modifications, through the Sourcwell Procurement Portal at the time of submitting the Proposer's response.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcwell Procurement Portal. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

Questions regarding this RFP must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcwell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcwell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcwell will not respond to questions submitted after the deadline.

### **C. ADDENDA**

Sourcwell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcwell become a part of the RFP and will be delivered to potential Proposers through the Sourcwell Procurement Portal. Sourcwell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcwell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcwell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcwell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

#### G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

### **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when

responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

**B. AWARD(S)**

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

**C. PROTESTS OF AWARDS**

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

**D. RIGHTS RESERVED**

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

**E. DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



10/31/2019

Addendum No. 1

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Can you advise for this RFP the details of this solicitation? I see the basic requirements for fulfillment, but do not see the details.

**Answer 1:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

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End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 10/31/2019, is required at the time of proposal submittal.



11/4/2019

Addendum No. 2

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is it a requirement to pay the administrative fee on services? Would it be possible to pay the admin fee on products only?

**Answer 1:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

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End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/4/2019, is required at the time of proposal submittal.



11/8/2019

Addendum No. 3

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Pursuant to the Question and subsequent Addendum No. 1, in understanding that the "respondent is allowed to propose the entire line of products and services falling within the scope of the RFP", and referring to Section II. B., can you clarify that there is no specific template, Excel sheet or other required format in the submission of the responses?

**Answer 1:**

All proposals must be submitted through the Sourcewell Procurement Portal. Guidance on preparing a response in the Portal can be found in the "Submit Response Guide" found on the "Bids Homepage" in the Resource Materials section.

**Question 2:**

Section III PRICING, A. describes the requirements for pricing proposals. Is a proposer who distributes via a dealer network, required to provide the dealer pricing/discount/margin and the Sourcewell member pricing/discounting in their submission?

**Answer 2:**

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 3:**

Since delivery and installation of product is generally facilitated by the dealer, how shall the cost of labor be handled vis a vis this RFP submission? Can the dealer add their cost of labor on a case by case basis?

**Answer 3:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 4:**

Although financial information does not fall under Minnesota Statutes Section 13.37, some of the financial information requested, is not public information. Will Sourcewell execute a confidentiality agreement prior to a proposer's release of this information?

**Answer 4:**

Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a confidentiality agreement for a proposer. It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted. Reference Section VI. E. of Sourcewell RFP.

**Question 5:**

Is there a list of narrative questions in the form of a pdf? If not, is there a way to download the questions from the portal to pdf?

**Answer 5:**

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

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End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/8/2019, is required at the time of proposal submittal.



11/11/2019

Addendum No. 4

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is this bid is intended for Saskatchewan and Alberta entities only? On pg.2 it says it is for MASH, RMA, SARM and SUMA AMM?

**Answer 1:** Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Members. Refer to RFP Article I., Section B – Members and Use of the Resulting Contracts. In Canada, this includes municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors), which may include the members of RMA, SARM, SUMA, and AMM, as examples.

**Question 2:**

If you are looking for turnkey solutions, does this mean you would like all products proposed and not just one (like seating)?

**Answer 2:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members." Proposals are evaluated based on the criteria as stated in the RFP.

**Question 3:**

The solicitation states the Administrative Fees are typically 1% to 2%. What determines the calculated percentage? How is that communicated to the supplier?

**Answer 3:**

Refer to RFP Section III. B. – Administrative Fees, and Addendum No. 2, Answer 1, with respect to administrative fees.

---

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/11/2019, is required at the time of proposal submittal.



11/12/2019

Addendum No. 5

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

To clarify, is Sourcewell is asking for a Drop Ship (Dock Delivery) discount or a Delivered and Installed Discount? Do we need to submit highest product price for all of our products in a separate document or will Price Books suffice?

**Answer 1:**

Refer to RFP Section III. – PRICING, and Addendum No. 3, Answer 2, with respect to pricing.

---

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/11/2019, is required at the time of proposal submittal.



11/18/2019

Addendum No. 6

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

What is the Membership size in Canada? Is it optional for us to sell to Canadian Members?

**Answer 1:**

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

**Question 2:**

Are we able to utilize our current Price Books but include the US-Canadian Dollar Conversion Calculation on the cover page of the Price Book?

**Answer 2:**

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing for Proposers intending to sell in Canada. It is left to the discretion of each proposer to determine and propose a pricing model that is consistent with the RFP terms and their own business methods.

**Question 3:**

Within the scope of the RFP, under III. Pricing, all pricing quoted must reflect a Member's total cost of acquisition. Is it acceptable to submit pricing for product only,

with shipping and handling charges to be calculated and added at time of quote? Will Sourcewell accept any exceptions or deviations to the terms.

**Answer 3:**

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing. It is left to the discretion of each proposer to determine and propose a pricing model that is clearly understood, complete, and fully describes the total cost of acquisition.

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer’s Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, with the award notification.

**Question 4:**

If we have products that have been used for Technology benching, and also used for Science or Art tables in K-12 market, and training classes, can we include our products on the Office Furniture contract? The RFP states: This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell: RFP#081419 Technology Catalog Solutions.

**Answer 4:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell’s requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

**Question 5:**

Please give more clarification for Question 68 - “Describe your design resources to develop or enhance culture, change management and integrated technology needs.”

**Answer 5:**

Each Proposer has the opportunity to describe their capabilities with respect to the relevant design resources in response to Question 68.

**Question 6:**

What regions or municipalities does this bid pertain to so we can propose the best team to service the bid?

**Answer 6:**

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

**Question 7:**

When can we expect to receive the call-in information for the pre-bid conference?

**Answer 7:**

Registered plan takers will receive log-in instructions via email two business days prior to the WebEx conference.

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End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/18/2019, is required at the time of proposal submittal.



11/20/2019

Addendum No. 7

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is a manufacturer's authorization required to be submitted for each brand specified and/or quoted?

**Answer 1:**

It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables.

**Question 2:**

In the specifications area of the bid response, do any of the line items within the tables have character limits?

**Answer 2:**

In our experience, the tables provide enough space for a proposer to provide a brief but thorough response to each question.

**Question 3:**

Will the agency please provide a list of current Sourcewell members, as noted in the RFP?

**Answer 3:**

The reference in RFP Article I, Section B, to the Appendix of Members is to the “Political Subdivision List”, available by hyperlink, in the Resource Materials section on the front page of the Sourcewell Procurement Portal. The hyperlinked listing is intended to satisfy the requirement of certain states that Sourcewell make a list of members in the jurisdiction available at the time of the solicitation. More generally, membership is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

**Question 4:**

Will separate price lists for the United States and Canada be acceptable?

**Answer 4:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 5:**

If a manufacturer chooses not to service Canada, would this negatively impact their likelihood to receive an award?

**Answer 5:**

Each proposer is expected to complete the tables in Step 1, entitled “Ability to Sell and Service” and “Value-Added Attributes”, describing their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

**Question 6:**

Will the agency please further clarify the scoring criteria?

**Answer 6:**

Refer to RFP section VI. B. AWARDS for evaluation criteria for this solicitation and the Sourcewell Evaluator Scoring Guide (available by hyperlink, in the Resource Materials section on the front page of the Sourcewell Procurement Portal).

**Question 7:**

Will Sourcewell please clarify the Administrative Fees portion?

**Answer 7:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

---

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/20/2019, is required at the time of proposal submittal.



11/21/2019

Addendum No. 8

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is there a limit on the number of awards?

**Answer 1:**

Refer to RFP Section VI. EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

**Question 2:**

Do the award criteria include a set minimum on a Proposer's: a) company size; b) sales volume or annual revenues; or, c) years in business?

**Answer 2:**

Refer to RFP Section VI. EVALUATION AND AWARD, subsections A. and B., for information regarding the evaluation criteria. No minimums of the types described have been imposed.

**Question 3:**

What weight is placed on a company's past experience with Sourcewell/NJPA versus new comers?

**Answer 3:**

Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

**Question 4:**

If a manufacturer offers products for music furnishings, that could be considered cross over in the storage and platforms categories, can those products be submitted under the furniture solicitation.

**Answer 4:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

**Question 5:**

During the pre-bid conference, the presenters stated that a manufacturer and a dealer could both propose the same product line. How must the dealer prove they have authorization if a Manufacturer's Letter of Authorization is not required?

**Answer 5:**

As stated in Addendum 7, it is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables.

**Question 6:**

Do any line items in the questionnaire tables have character limits?

**Answer 6:**

As indicated in Addendum 7, there is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000.

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End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/21/2019, is required at the time of proposal submittal.



12/2/2019

Addendum No. 9

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

We are a division of a larger parent company and cannot release information as a division in response to several questions without a non-disclosure agreement or protection of a -proprietary/trade secret clause. The information can be released as our company as a whole but not by division without an NDA. Can you tell us how we should proceed?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted. Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a non-disclosure agreement for a proposer. Reference Section VI. E. of the Sourcewell RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/2/2019, is required at the time of proposal submittal.



12/5/2019

Addendum No. 10

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

If a manufacturer enters a bid for this solicitation and lists a specific dealer as part of his bid, can the dealer also enter a bid listing the manufacturer's line of products and can both of them be awarded?

**Answer 1:**

Sourcewell does not limit the proposers in any given solicitation. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

Is Sourcewell including Quebec in this solicitation?

**Answer 2:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or set locations. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. However, this solicitation has not been posted in the French language, nor has it been advertised specifically in Quebec, which may impact the use of the awarded contracts within the province.

**Question 3:**

In section 4 of the sample contract provided regarding product and pricing change requests, the last bullet point states to include a complete restatement of pricing documentation in Microsoft Excel. Can you please confirm if the initial pricing must be in excel format or can we submit our price book only with an intended discount structure?

**Answer 3:**

Section 4, Product and Pricing Change Requests of the Contract Template is applicable once a vendor has a contract and needs to change pricing or add or subtract products from the initial proposed offering. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/5/2019, is required at the time of proposal submittal.



12/5/2019

Addendum No. 11

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

We do not carry an insurance coverage required in the Sourcewell contract template. How should we address this in our response?

**Answer 1:**

To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 – Specifications in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

---

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/5/2019, is required at the time of proposal submittal.



12/13/2019

Addendum No. 12

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Regarding Table 11: Pricing & Delivery - Line Item 54, the detailed pricing data showing both our list prices as well as the Sourcewell discounted price for all SKUs expands some of the price lists beyond a standard letter size in landscape orientation, but works in 11 x 17 landscape orientation. Will this be an issue when submitting our pricing data in an electronic format?

**Answer 1:**

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. As mentioned in Addendum 3, a Proposer may navigate to Step 4 of the response process, select "Preview Bid" and then "Preview My Bid in PDF" to self-assess the output format. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/13/2019, is required at the time of proposal submittal.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 30th day of June 2020

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

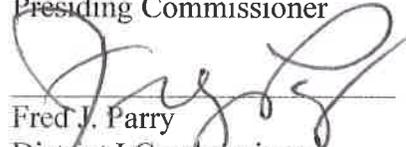
Now on this day, the County Commission of the County of Boone does hereby award Contract 16-30SEP20E – Skills for Psychological Recovery (SPR) Treatment with the University of Missouri.

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

Done this 30th day of June 2020.

ATTEST:

  
Brianna L. Lennon  
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, 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: May 28, 2020  
RE: Emergency Purchase Agreement: *16-30SEP20E - Skills for Psychological Recovery (SPR) Treatment* with the University of Missouri

Attached for signature is a contract for a non-bid, emergency services contract: *16-30SEP20E - Skills for Psychological Recovery (SPR) Treatment*. This contract will provide SPR Treatment which is a brief, 1-5 session evidence-based treatment for acute stress and anxiety.

Contract is with The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic) of Columbia, Missouri. Total cost of agreement is \$30,560 and will be paid from department 2130 - Community Health / Med (Hospital Lease), account 71100 - Outside Services. We currently have a remaining budget of \$523,632.80.

cc: Contract File



**AGREEMENT FOR PURCHASE OF SERVICES**  
**Purchase of Emergency Service Contract**  
**Skills for Psychological Recovery (SPR) Treatment**

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**THIS AGREEMENT** dated the 30th day of June, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, hereinafter called "County" and **The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic)** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **MU PSC**.

**WHEREAS**, as part of an amendment to the lease agreement dated December 27, 2006, between Boone County Hospital and Barnes Jewish Christian, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

**WHEREAS**, the County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental, and social well-being to cultivate a safe and healthy community.

**WHEREAS**, MU PSC has submitted a quote to the County detailing the services and other supports to be provided along with the expected costs thereof; and

**WHEREAS**, the County has approved the quote in whole or in part as hereinafter set forth.

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

**FUNDING ALLOCATION FOR SERVICES RENDERED BY MU PSC**

MU PSC is expected to the greatest extent possible to maximize funding from all other sources. MU PSC shall periodically, upon request, furnish to the County information as to its efforts to obtain such other sources of funding. MU PSC shall only request reimbursement for services not reimbursable by any other source. MU PSC shall not invoice the County for units of service invoiced to another funding source. MU PSC shall provide documentation and assurance to the County that requests for reimbursement from the Community Health Fund (CHF) is not a duplication of reimbursement from any other source of funding.

1. **County Funding Policy.** The County Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** MU PSC will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of Boone County Emergency Declaration Number **16-30SEP20E** (COVID-19), MU PSC's quote, Work Authorization, Insurance Certificate and attached Required Clauses from Federal Emergency Management Agency. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over MU PSC's quote.

3. **Purchase.** The County agrees to purchase from MU PSC and MU PSC agrees to furnish **Skills for Psychological Recovery (SPR) Treatment**, as described and in compliance with the attached quote and as presented in MU PSC's response. Services/deliverables shall be provided as outlined in the attached quote and response(s). The total allowable compensation under this agreement shall not exceed **\$30,560.00** unless compensation for specific identified additional services is authorized and approved by the County in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on May 1, 2020 and extend through December 31, 2020 subject to the provisions for termination specified below. MU PSC agrees and understands that the County may require supplemental information to be submitted at the request of the County.

5. **Billing and Payment.** For the Purchase of Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
Individual Therapy – Adult	1 hour	\$80.00	382	\$30,560.00

All billing shall be invoiced to the County monthly by the 20<sup>th</sup> of the month for which services were provided, and a final invoice shall be sent thirty (30) days following the end or the termination of the Contract. The County agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. 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 MU PSC, 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. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the County. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the County shall have no obligation to continue payment.

## REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The County shall utilize this agreement with MU PSC's quote to monitor service delivery and program expenditures. MU PSC agrees to submit to the County a monthly report with the monthly statement. Payments may be withheld from MU PSC if reports designated here are not submitted on time, until such time as the reports are filed and approved. Monthly reporting requirements will include but are not limited to information regarding the number of unduplicated individuals served, consumer demographics, number of units provided, overview of referrals made, needs requested by families, and impact services demonstrating individuals experience fewer mental, emotional, and/or behavioral health symptoms as described in the performance measures table.

8. **Audits.** MU PSC also agrees to make available to the County a copy of its annual audit upon completion of the auditing agency. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the County requires that the management report of any audit as it relates to the County program activities be made available to the County as part of the required audit. Payment may be withheld from MU PSC, if reports designated here are not made available upon request.

9. **Monitoring.** MU PSC agrees to permit the County, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the County to monitor, survey and MU PSC's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, MU PSC hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the County or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CHF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event MU PSC requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the County for approval. A board resolution from MU PSC may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

## OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Community Health Fund shall be investigated in accordance with MU PSC's policies and procedures and in accordance with any local/state/federal regulations.

MU PSC agrees to notify the County through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the County of any substantiated allegations. MU PSC must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** MU PSC will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CHF to be used for Services Provided.** MU PSC agrees that the CHF funds shall be used exclusively for the services provided to address community health needs and for administrative costs directly related to MU PSC's provision of such services.

14. **Accreditation/Licensure/Certifications.** MU PSC must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** MU PSC agrees that any conflicts of interest between its Board and/or employees and MU PSC shall be appropriately identified and managed.

16. **Subcontracts.** MU PSC may enter into subcontracts for components of the contracted service as MU PSC deems necessary within the terms of the contract. All such subcontracts require the written approval of the County or their designated representative. In performing all services under the resulting contract agreement, MU PSC and subcontractor shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** MU PSC agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. MU PSC shall require each subcontractor to affirmatively state in its Agreement with MU PSC that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide MU PSC a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** MU PSC agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against MU PSC or any individual acting on the MU PSC's behalf, including subcontractors,

which seek to enjoy or prohibit **MU PSC** from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If MU PSC ceases to be funded by the County or ceases to provide programs and services to address community health needs, pursuant to this contract, all capital equipment, materials, and buildings purchased with CHF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the MU PSC. In addition, if MU PSC no longer uses capital equipment, materials, or buildings purchased with CHF funds for its original intent, MU PSC will need County approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event MU PSC, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the County, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to MU PSC as set out herein. This contract will be terminated at the option of the County.

21. **Termination.** The Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, this agreement may be terminated by the County upon fifteen (15) 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 key personnel providing services are changed such that in the opinion of the County delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the County, or

c. The County may terminate this agreement should MU PSC fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, MU PSC shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The County shall reimburse MU PSC for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. **Insurance Requirements.** MU PSC shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. 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.

a. **Worker's Compensation and Employers' Liability Insurance:** MU PSC shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, MU PSC shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by MU PSC.

Worker's Compensation and Employers' Liability Insurance 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.

b. **Comprehensive General Liability Insurance:** MU PSC shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. MU PSC shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. 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 project.

Except where there is self-funded coverage, MU PSC shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of MU PSC in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to MU PSC.

c. **Professional Liability Insurance:** MU PSC is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00. A program of self-funding can be used in place of insurance.

d. **Commercial Automobile Liability:** MU PSC shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 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 MU PSC's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work. A program of self-funding can be used in place of insurance.

23. **Indemnification.** To the extent permitted under Missouri law, MU PSC agrees to hold harmless, defend and indemnify the BCCSB, the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of **The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic)** (meaning anyone, including but not limited to consultants having a contract with MU PSC or subcontractor for part of the services), or anyone directly or indirectly employed by MU PSC, or of anyone for whose acts MU PSC may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

24. **Publicity by MU PSC.** MU PSC shall notify the County of contact with the media regarding CHF funded programs or profiles of participants in CHF funded programs. MU PSC will acknowledge the County as a funding source whenever publicizing CHF funded program. MU PSC will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. MU PSC agrees to acknowledge the Community Health Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and MU PSC. The County does not recognize any of the MU PSC's employees, agents, or volunteers as those of the County.

26. **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.

27. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

28. **Record Retention Clause.** MU PSC shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. **Force Majeure.** Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in

either its sovereign or contractual capacity, fire, floods, pandemic, epidemic, travel restrictions, quarantine restrictions, freight embargoes, civil commotion or the like.

30. **Notice.** Any written notice or communication to the County shall be mailed or delivered to:

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

Any written notice or communication to MU PSC shall be mailed or delivered to:

**The Curators of the University of Missouri**  
(on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic)  
Office of Sponsored Programs  
115 Business Loop 70W  
Mizzou North, Room 501  
Columbia, MO 65211-0001

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

**The Curators of the University of Missouri**  
(on behalf of Deborah Bell, Ph.D. and the Psychological Services Center)

**Boone County, Missouri**  
By: Boone County Commission

DocuSigned by:  
By: Hannah Clappitt  
Signature  
B05A8EC7FCE49E...  
Pre-Award Manager  
By: \_\_\_\_\_  
Printed Name/Title

DocuSigned by:  
Daniel K. Atwill  
Presiding Commissioner  
C320B0641B

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
J. D. House  
County Counselor  
7D162A1E5074DD...

DocuSigned by:  
Brianna L Lennon by MT  
County Clerk  
7D82DA986BF6495...

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

DocuSigned by:  
Dune Bradford by jj 6/19/2020 (2130/71100/\$30,560.00)  
Signature 4E3F1C847D... Date Appropriation Account

**REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

**ACCESS TO RECORDS**

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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 any Federal 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.

a. 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 Federal 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.

2. 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 31 U.S.C. 1352. Any person who fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **ENERGY POLICY AND CONSERVATION ACT**

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

#### **ROYALTIES AND PATENTS**

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from

liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

#### **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION**

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

#### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

## **DEBARMENT AND SUSPENSION**

### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

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

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **DHS SEAL, LOGOS AND FLAGS**

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)**

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

## **COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)**

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

## **DAVIS-BACON ACT (Construction \$2K+)**

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

## **SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)**

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

## **REMEDIES**

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

## **TERMINATION**

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in

progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

## **CHANGES**

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

## **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

### 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.

DocuSigned by:  
  
Contractor Signature

6/19/2020  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/1/2020 7/12/2019

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

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

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
<b>INSURED</b> 1308583 The Curators of the University of Missouri 1105 Carrie Francke Dr. Columbia MO 65211	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Safety National Casualty Corporation</td> <td style="text-align: center;">15105</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Safety National Casualty Corporation	15105														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES** CURUN02      **CERTIFICATE NUMBER:** 11964743      **REVISION NUMBER:** XXXXXXXX

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

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	SP 4061136 SIR: \$750,000	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**

11964743  
FOR INFORMATIONAL PURPOSES ONLY

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



RE: University of Missouri Self-Funded Auto/General Liability/Self-Insured Workers' Compensation

To Whom It May Concern:

The Curators of the University of Missouri has a Self-funded Retention Program for its auto and general liability losses. The Self-funded Retention Program is used to provide payment for exposures and claims arising from the negligence of the University, its officers, agents and employees and for which the University, its officers, agents and employees are found to be liable.

The self-funded auto/general liability retention program has a limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Reserves for the program are determined annually and set aside by the University for the Self-funded Retention Program.

The Curators of the University of Missouri is an approved Missouri self-insurer for Workers' Compensation coverage. All employees, including some student employees, part-time employees and some volunteers are covered by Worker's Compensation. A specific fund is maintained, based on actuarial determination, to cover obligations arising from the Workers' Compensation Exposure.

Should you require additional information, please advise.

Sincerely,

*Ed Knollmeyer*

Ed Knollmeyer  
Director, Risk & Insurance Management

EK



**ATTACHMENT C**

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

County of Boone )  
 ) SS  
State of Missouri )

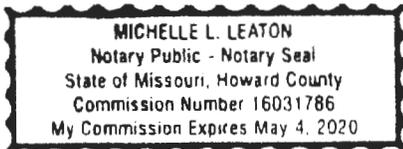
My name is Karen M. Geren. I am an authorized agent of The Curators of the University of Missouri (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly 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 shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Karen M. Geren 7/12/2019  
Affiant Date

Karen M. Geren  
Printed Name

Subscribed and sworn to before me this 12 day of July, 2019.



Michelle L. Leaton  
Notary Public

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

Company ID Number: 62231

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM	
Information relating to your Company:	
Company Name:	<u>The Curators of the University of Missouri</u>
Company Facility Address:	<u>Office of Sponsored Program Administration</u> <u>310 Jesse Hall, UMC</u> <u>Columbia, MO 65211-1230</u>
Company Alternate Address:	_____ _____ _____
County or Parish:	<u>BOONE</u>
Employer Identification Number:	<u>436003859</u>
North American Industry Classification Systems Code:	<u>611</u>
Parent Company:	_____
Number of Employees:	<u>1,000 to 2,499</u>
Number of Sites Verified for:	<u>1</u>
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.	
• MISSOURI 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	<b>Dona R McKinney</b>	Fax Number:	<b>(573) 884 - 4078</b>
Telephone Number:	<b>(573) 882 - 7560</b>		
E-mail Address:	<b>grantsdc@missouri.edu</b>		

**ATTACHMENT B**

**(Please complete and return with Proposal Response)**

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 Organization.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Karen M. Geren, Authorized Signer, Grants & Contracts

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

*Karen M. Geren*  
\_\_\_\_\_  
Signature

7-12-19

\_\_\_\_\_  
Date

**The Curators of the University of Missouri (on behalf of the Psychological Services Clinic)**

Skills for Psychological Recovery (SPR) Treatment

Please provide indicators and method of measurements in the table below:

<b>Outcomes</b>	<b>Indicators</b>	<b>Method of Measurements</b>
Individuals experience fewer mental, emotional, and/or behavioral health symptoms, and more adaptive coping following brief treatment.	Adults who complete treatment will show clinically significant improvement in self-reported MH-symptoms and use of adaptive coping skills 75% of clients will report improvement in symptoms at post-treatment. At 3-month follow-up, 65% of clients will maintain post-treatment gains.	Pre-post and period assessments (i.e., one or more of the following, depending on presenting symptoms): PHQ-9 (Patient Health Questionnaire – depressive symptoms) GAD-7 (General Anxiety Disorder) Top Problems Brief COPE (coping skills)

## **Referral for Services**

If you are requesting services for yourself, please fill out the following information about yourself. If you are requesting services on behalf of your under 18 child, then please fill out the following information about your child (unless otherwise indicated).

Legal name (First and Last):

Preferred name:

Gender:

Preferred pronouns:

Race:

Age:

Date of birth:

If you are requesting services for your under 18 child, please type your name and your relationship to the child:

Best phone number to reach you at and to leave voicemails on (if requesting services for your under 18 child, please put your phone number):

Your email that we can reach you at (if requesting services for under 18 child, please put your own email):

Your address:

Street address:

City/Town:

County:

State:

ZIP:

What is your current employment status (check all that apply)? If you are calling on behalf of your under 18 child, please put down your employment information

- Full-time
- Part-time
- Unemployed
- Student

Please describe the concerns that you or your child need help with.

How did you hear about us (e.g., insurance company, website)?

Are you (or your child) currently involved in any legal situation, such as a court case, custody battle, or needing a child abuse investigation?

- Yes
- No

What is your insurance company and plan? (If none, put none).

Powered by Qualtrics

CoMoHelps COVID-19 Fund - Request for Applications for Funds from Organizations

#37

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, May 01, 2020 11:06:17 AM
Last Modified: Friday, May 01, 2020 11:11:42 AM
Time Spent: 00:05:25
IP Address: 128.206.36.191

Page 1: About the CoMoHelps COVID-19 Fund

Q1 Are you completing this application for an organization or an individual?

I am completing this application on behalf of an organization.

Page 2: COVID-19 Fund Application

Q2 Contact Information for COVID-19 Funds Application

Name: Debora Bell
Organization: The Curators of the University of Missouri
Address: 115 Business Loop 70W
Address 2: Mizzou North, Room 501
City/Town: Columbia
State/Province: MO
ZIP/Postal Code: 65211-0001
Email Address: grantsdc@missouri.edu
Phone Number: (573) 882-7560

Q3 Please briefly describe your organization, its mission/purpose, legal status (e.g. LLC, 501 (c)3, etc.), and your service area.

The Psychological Services Clinic (PSC) is a mental health clinic affiliated with the University of Missouri. The PSC's primary mission is to: Provide high-quality, affordable evidence-based assessment and treatment services to youth, adults, couples, families, and groups in Columbia and Boone County, MO and the surrounding community; and to provide high-quality clinical services training for University of Missouri doctoral trainees in clinical psychology and related disciplines. The umbrella organization, the University of Missouri, is a non-profit land-grant university and Missouri's only public research and doctoral-level institution. MU's mission is to discover, disseminate, preserve, and apply knowledge and to advance the health, cultural, and social interests of the people of Missouri, the nation, and the world.

Q4 Please categorize your funding request.

Funding for services (for example: food distribution, grocery shopping and delivery, home delivered meals, etc.)



## CoMoHelps COVID-19 Fund - Request for Applications for Funds from Organizations

**Q11** Please provide a budget narrative for this fund request. The budget narrative will include a unit measure, cost, and count for each service or item described above (for example: 10 software licenses @\$25/ea, 100 meals @\$7/meal).

300 hrs of adult individual therapy @ \$102/hr

This amount is required to cover licensed provider pay and overhead costs, please note that partially covers our typical costs. PSC is working closely with the Director of Advancement to identify additional funds to support these important community services.

For each hour of support \$76.69 goes towards provider pay, and the remaining \$25.31 goes towards facilities and administrative costs (space, technology, support). These are published rates for the University of Missouri.

**From:** [Bell, Debora \(Psychological Sciences\)](#)  
**To:** [Kristin Cummins](#)  
**Cc:** [Joanne Nelson](#)  
**Subject:** RE: Skills for Psychological Recovery (SPR) Treatment - CoMoHelps  
**Date:** Thursday, May 21, 2020 4:24:06 PM  
**Attachments:** [image002.png](#)

---

Hi Kristin,

This is great news! I checked with our assistant director, who suggested that a 4-6 month window would be good for the 300 sessions. But part of the answer depends on the start date we can use. We started providing these services several weeks ago knowing they were needed (and figuring we'd look for funding to support them!). During April and May (including some start-up time) we have begun services with 30 adults (not all use 5 sessions; several use 2-3). So if we started counting from May 1, I'd say May-October would be a good window; we could exhaust the allotted hours sooner but we can address that issue if we need to.

Thanks, Debi

*Debora J. Bell, Ph.D.*  
Pronouns: she, her, hers  
Professor  
Associate Chair for Clinical Science  
Director of Clinical Training  
Director, MU Psychological Services Clinic

Department of Psychological Sciences  
University of Missouri-Columbia  
210 McAlester Hall  
Columbia, MO 65211  
ph: (573) 882-2254  
email: [belldeb@missouri.edu](mailto:belldeb@missouri.edu)

Chair, Council of Chairs of Training Councils (CCTC)  
Editor, *Training and Education in Professional Psychology*

\*\*\*\*\*  
Please be aware that e-mail is not a secure medium and that confidentiality cannot be guaranteed.  
If you think you have received this transmission in error, please notify the sender via return e-mail or other means.  
\*\*\*\*\*

**From:** Kristin Cummins <KCummins@boonecountymmo.org>  
**Sent:** Thursday, May 21, 2020 1:24 PM  
**To:** Bell, Debora (Psychological Sciences) <belldeb@missouri.edu>

**Cc:** Joanne Nelson <JNelson@boonecountymo.org>

**Subject:** RE: Skills for Psychological Recovery (SPR) Treatment - CoMoHelps

Thank you for flexibility. The budget amendment was approved and funds transferred to the Community Health Fund to cover this request. I'm working on the final language in the contract and was wondering what the time frame is to provide 300 units. We can write the option for renewals if it looks like the treatment is being well received and utilized. Let me know what you prefer.

**Kristin Cummins**

*She/her/hers*

Program Manager

Boone County Community Services Department

605 E. Walnut, Ste. A

Columbia, MO 65201

Phone: 573-886-4298

[www.showmeboone.com/communityservices/](http://www.showmeboone.com/communityservices/)



**Boone County  
Children's Services Fund**

**From:** Bell, Debora (Psychological Sciences) <[belldeb@missouri.edu](mailto:belldeb@missouri.edu)>

**Sent:** Monday, May 18, 2020 12:12 PM

**To:** Kristin Cummins <[KCummins@boonecountymo.org](mailto:KCummins@boonecountymo.org)>

**Cc:** Joanne Nelson <[JNelson@boonecountymo.org](mailto:JNelson@boonecountymo.org)>

**Subject:** RE: Skills for Psychological Recovery (SPR) Treatment - CoMoHelps

Hi Kristin and Joanne,

Yes, we will make \$80/session work. That is lower than our current BCCS contract rate (and we cannot cover our costs long-term if that rate were to be dropped in future) but I think it definitely feasible for this crisis service.

Thanks, Debi

*Debora J. Bell, Ph.D.*

Pronouns: she, her, hers

Professor

Associate Chair for Clinical Science

Director of Clinical Training

Director, MU Psychological Services Clinic

Department of Psychological Sciences

University of Missouri-Columbia  
210 McAlester Hall  
Columbia, MO 65211  
ph: (573) 882-2254  
email: [belldeb@missouri.edu](mailto:belldeb@missouri.edu)

Chair, Council of Chairs of Training Councils (CCTC)  
Editor, *Training and Education in Professional Psychology*

\*\*\*\*\*  
Please be aware that e-mail is not a secure medium and that confidentiality cannot be guaranteed.  
If you think you have received this transmission in error, please notify the sender via return e-mail or other means.  
\*\*\*\*\*

**From:** Kristin Cummins <[KCummins@boonecountymmo.org](mailto:KCummins@boonecountymmo.org)>  
**Sent:** Monday, May 18, 2020 11:20 AM  
**To:** Bell, Debora (Psychological Sciences) <[belldeb@missouri.edu](mailto:belldeb@missouri.edu)>  
**Cc:** Joanne Nelson <[JNelson@boonecountymmo.org](mailto:JNelson@boonecountymmo.org)>  
**Subject:** RE: Skills for Psychological Recovery (SPR) Treatment - CoMoHelps

Good Morning,

I wanted to let you know we have the second reading of the Community Health Fund’s budget amendment scheduled for tomorrow and will be able to move forward. We have a follow-up question regarding the unit rate for Individual Therapy. We recently developed a contract with FACE to link children/youth and their families to mental health providers for up to six free therapy sessions. FACE will reimburse the mental health providers for the therapy services families received. We would like to be consistent in the rates we have for therapy units as best as possible and our hourly rate for FACE is \$80. Would you be willing to accept the same unit rate of \$80 for individual therapy?

**Kristin Cummins**  
*She/her/hers*  
Program Manager  
Boone County Community Services Department  
605 E. Walnut, Ste. A  
Columbia, MO 65201  
Phone: 573-886-4298  
[www.showmeboone.com/communityservices/](http://www.showmeboone.com/communityservices/)



**Boone County  
Children's Services Fund**

**From:** Bell, Debora (Psychological Sciences) <[belldeb@missouri.edu](mailto:belldeb@missouri.edu)>  
**Sent:** Thursday, May 07, 2020 10:02 AM  
**To:** Kristin Cummins <[KCummins@boonecountymmo.org](mailto:KCummins@boonecountymmo.org)>  
**Subject:** RE: Skills for Psychological Recovery (SPR) Treatment - CoMoHelps

Dear Kristin and members of the COMOHELPS collaborative,

Thank you so much for consideration of our application and for your questions. I have provided answers below. Please let me know if I can provide additional information.

- 1. The proposal mentions a screening for Skills for Psychological Recovery (SPR) treatment. Provide more information on the screening, including duration and if a particular tool is used.**

*Clients and/or their caregivers complete a brief (approximately 15 minute) screening (typically online, telephone if client prefers) pertaining to their current concerns, mental health history, risk of dangerousness to self, and substance use. Those individuals with concerns related to COVID-19, who do not have more chronic mental health problems, and are deemed low-risk are accepted into the SPR program. Those individuals who are deemed a better fit for other services are referred to other providers either within the PSC or in the community. The online screening tool is attached.*

- 2. Boone County funding policies limits overhead to 15% of salary without benefits. The proposal has the unit rate of \$102 with \$76.69 (76%) toward provider pay and \$25.31 (25%) toward overhead costs. Please adjust the unit rate to meet the 15% policy.**

*Please see our revised unit cost, reflecting the 15% overhead cost. Note that the provider pay portion is \$82.60/session (higher than the provider amount listed in original application but still well below our standard rates and below our other county contract; we are using some short-term emergency funds to cover a portion of costs)*

*300 hrs of adult individual therapy @ \$95/hr*

*This amount is required to cover licensed provider pay and overhead costs This partially covers our typical costs. PSC is working closely with the Director of Advancement to identify additional funds to support these important community services.*

*For each hour of support \$82.60 goes towards provider pay, and the remaining \$12.40 goes towards facilities and administrative costs (space, technology, support). This rate is the 15% (of salary) allowable by this funder.*

- 3. We would like to establish performance measures for individuals receiving SPR treatment. Please complete the attached performance measures chart. We have included the common**

outcome we will need.

*Completed performance indicators and measures table is attached.*

Best, Debi

*Debora J. Bell, Ph.D.*

Pronouns: she, her, hers

Professor

Associate Chair for Clinical Science

Director of Clinical Training

Director, MU Psychological Services Clinic

Department of Psychological Sciences

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210 McAlester Hall

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ph: (573) 882-2254

email: [belldeb@missouri.edu](mailto:belldeb@missouri.edu)

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\*\*\*\*\*

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\*\*\*\*\*

**From:** Kristin Cummins <[KCummins@boonecountymmo.org](mailto:KCummins@boonecountymmo.org)>

**Sent:** Wednesday, May 6, 2020 2:16 PM

**To:** Bell, Debora (Psychological Sciences) <[belldeb@missouri.edu](mailto:belldeb@missouri.edu)>

**Cc:** Joanne Nelson <[JNelson@boonecountymmo.org](mailto:JNelson@boonecountymmo.org)>; Megan Corbin <[MCorbin@boonecountymmo.org](mailto:MCorbin@boonecountymmo.org)>; John Baker <[jdbaker@cfcfoundation.org](mailto:jdbaker@cfcfoundation.org)>; [steve.hollis@como.gov](mailto:steve.hollis@como.gov); Andrew Grabau <[agrabau@uwheartmo.org](mailto:agrabau@uwheartmo.org)>; Erik Morse <[emorse@veteransunited.com](mailto:emorse@veteransunited.com)>

**Subject:** Skills for Psychological Recovery (SPR) Treatment - CoMoHelps

Dr. Bell,

***I am writing as a member of COMOHELPS, a collaborative effort of Boone County, the Community Foundation of Central Missouri, the City of Columbia, the Heart of Missouri United Way, and the Veterans United Foundation. All partners are copied on this email.***

We received your application for funding submitted to the CoMoHelps partnership. We would like to

pursue an emergency procurement contract through the Boone County Community Health Fund (CHF) for adult therapy services. We have a couple questions in order to move forward:

1. The proposal mentions a screening for Skills for Psychological Recovery (SPR) treatment. Provide more information on the screening, including duration and if a particular tool is used.
2. Boone County funding policies limits overhead to 15% of salary without benefits. The proposal has the unit rate of \$102 with \$76.69 (76%) toward provider pay and \$25.31 (25%) toward overhead costs. Please adjust the unit rate to meet the 15% policy.
3. We would like to establish performance measures for individuals receiving SPR treatment. Please complete the attached performance measures chart. We have included the common outcome we will need.

Please let us know if you have any questions. Thanks!

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

June Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 30th day of June 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza by Common Sense Columbia on July 4, 2020 from 8:00 am to 11:00 am.

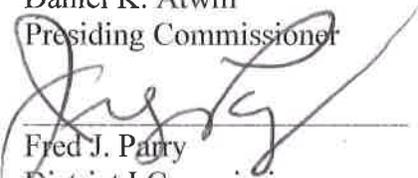
Done this 30th day of June 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: John Martin, Common Sense Columbia

Address: 400 Longfellow

City: Columbia State: MO ZIP Code 65203

Phone: 573-219-0230 Website: \_\_\_\_\_

Individual Requesting Use: John Martin

Position in Organization: organizer

Address: 400 Longfellow

City: Columbia State: MO ZIP Code 65203

Phone: 573-219-0230 Email: 68johnmartin@gmail.com

Event: Fourth of July Celebration to support our veterans, flag and our law enforcement

Description of Use (ex. Concert, speaker, 5K): Rally for America: Back The Flag, Back the Blue

Date(s) of Use: 7/4/2020

Start Time of Setup: 8 am AM/PM

Start Time of Event: 9:30 am AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 10:30 AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 11 am AM/PM

Emergency Contact During Event: John Martin Phone: 573-219-0230

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: Radio: The Eagle 93.9 and KFRU 1400 AM



County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

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

Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: John Martin

Address: 400 Longfellow

City: Columbia State: MO ZIP Code: 65203

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: John Martin, Organizer

Address: 400 Longfellow

Phone Number: 573-219-0230 Date of Application: 6/26/20

Email Address: 68johnmartin@gmail.com

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

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).**

**PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA**

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Brianna D. Gennert  
County Clerk

BOONE COUNTY, MISSOURI  
[Signature]  
County Commissioner

DATE: 6.30.20