

# COUNTY OF BOONE - MISSOURI



## REQUEST FOR PROPOSAL FOR AUDIOVISUAL SYSTEM FOR THE CEREMONIAL COURTROOM OF THE 13<sup>TH</sup> JUDICIAL CIRCUIT OF MISSOURI

**RFP #21-29MAY13**  
**Release Date: April 25, 2013**

**Submittal Deadline:**  
**May 29, 2013**  
**not later than 1:30 p.m. central time**

**PRE-PROPOSAL CONFERENCE WITH SITE VISIT:**  
**May 14, 2013**

**10:00 a.m. Central Time**

**Location: Boone County Annex Conference Room**

**613 E. Ash Street  
Columbia, MO 65201**

**Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director  
Phone: (573) 886-4391 Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**PROPOSAL #:** *21-29MAY13 – Audiovisual System for the Ceremonial Courtroom of the 13<sup>th</sup> Judicial Circuit of Missouri*

Sealed proposals will be accepted until **1:30 p.m. on Wednesday, May 29, 2013** in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

A pre-proposal conference has been scheduled for **Tuesday, May 14, 2013, at 10:00 A.M.** at the Boone County Annex Conference Room 613 E. Ash Street, Columbia, MO. A site visit will immediately follow. Offerors **MUST ATTEND** a pre-proposal conference in order to submit a proposal response..

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

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

Melinda Bobbitt, CPPB  
Director of Purchasing

Insertion: **April 25, 2013**  
COLUMBIA MISSOURIAN



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., Central Time, on Wednesday, May 29, 2013** to:

Boone County Purchasing Department  
Melinda Bobbitt, CPPB, Director  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 P.M. and will return such late proposals to the Offeror.
- c) Offerors must **submit one (1) original, and nine (9) copies of the proposal (total of ten)**. Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at [www.showmeboone.com](http://www.showmeboone.com), then select "Purchasing", then "Current Bid Opportunities".



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Audiovisual System for the Ceremonial Courtroom of the 13<sup>th</sup> Judicial Circuit of Missouri** as set forth herein.

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

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Contract Terms and Conditions for Awarded Contractor
- 5) Proposal Submission Information
- 6) Response/Pricing Page
- 7) Bidder's Acknowledgment
- 8) Instructions for Compliance with House Bill 1549
  - a. Work Authorization Certification
  - b. Individual Affidavit
  - c. Certification of Individual Bidder
- 9) Signature and Identity of Offeror
- 10) Debarment Certification
- 11) Standard Terms and Conditions
- 12) Prior Experience
- 13) Statement of Offeror's Qualifications
- 14) Anti-Collusion Statement
- 15) Affidavit Compliance with the Prevailing Wage Law (only returned from awarded Contractor at project completion)
- 16) Affidavit of Compliance with OSHA (only returned by awarded Contractor at project completion)
- 17) **Sample** Contract Agreement (only returned from awarded Contractor)
- 18) **Sample** Performance Bond (only returned from awarded Contractor)
- 19) **Sample** Labor & Material Payment Bond (only returned from awarded Contractor)
- 20) "No Bid" Response Form
- 21) Scope of Work provided by The Sextant Group, Inc.
- 22) Sheet AV22 Drawing of Ceremonial Courtroom
- 23) Annual Wage Order #19

### 2.2. Guideline for Written Questions:

2.2.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., Wednesday, May 22, 2013**. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties

having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Melinda Bobbitt, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

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

### 2.3 Pre-Proposal Conference

- 2.3.1. To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference has been scheduled for **Tuesday, May 14, 2013, at 10:00 a.m.** in the conference room of the Boone County Annex building, 613 E. Ash Street, Columbia, Missouri 65201. A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the proposal.
- 2.3.2. All potential Offerors **MUST ATTEND a pre-proposal conference in order to submit a proposal response.** Information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

### 2.4. Bonds:

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

**2.4.2. Bid Bond:** A Bid Bond or Certified Check made payable to Boone County, in the amount of 5% of the Base Bid shall accompany the proposal response as a guarantee that the Offeror, if awarded the Contract, will furnish a satisfactory Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, the Offeror shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Offeror shall excuse the Offeror or entitle the Offeror to a return of the deposit or Bid Bond.

## **2.5. Owner's Tax Exemption Status**

The Owner of this project, County of Boone, is a sales tax exempt entity. Because of this, construction materials purchased for and used on this project are eligible for exemption from Missouri sales tax. All bidders acknowledge and agree that its lump sum price to the County of Boone, excludes Missouri sales and use taxes and that the proposed contract sum does not include any Missouri sales taxes for which the County of Boone receives an exemption.

To enable the County of Boone to take advantage of its tax-exempt status, purchase of materials and equipment by the Contractor for its work on this project shall be made under and pursuant to the tax exempt purchase procedure authorized by Missouri Statutes. This procedure includes, among other requirements, the issuance of project exempt certificates to all Contractors who use those certificates to effect tax exempt purchases.

**2.6. Insurance Requirements:** The vendor receiving a contract award shall provide an Insurance Certificate to the Purchasing Department at time of contract execution with the following levels of insurance.

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

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

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

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

automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**2.6.5. BUILDER'S RISK -** The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount of the contract.

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

**2.7. Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend 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 Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.

**2.8. Criminal Background Verification -** Boone County requires all employees of all Contractors be subjected to a Criminal Background Check. The Background Check for all Contractors' employees will be administered by Boone County. Each Contractor **MUST fill out Identification Application for each employee.** An identification badge will be issued to each Contractor employee authorized to access the site of the work.

**2.9. Billing and Payment:** All invoices must be submitted to **Court Administration** as outlined in paragraph 2.10. Payment will be made within 30 days after receipt of a correct and valid invoice following completion and acceptance of project. Purchase Order or contract number should appear on invoice.

**2.10. Designee:** Boone County Court Administration, Kathy Lloyd, 705 E. Walnut, Columbia, MO 65201

**2.11. Proposed Solicitation/Award Schedule (these are approximate dates):**

2.11.1.	April 23, 2013	Release of RFP
2.11.2.	April 23, 2013	Advertisement of RFP
2.11.3.	May 14, 2013, 10:00 a.m.	Pre-Proposal Conference
2.11.4.	May 22, 2013, 5:00 p.m.	Deadline for submitting questions
2.11.5.	May 29, 2013, 1:30 p.m.	Proposal due date and time
2.11.6.	May 29 - June 30, 2013	RFP Evaluation
2.11.7.	July 15, 2013	Contract Award
2.11.8.	August 13-16, 2013	Infrastructure Work – Notice to Proceed
2.11.9.	September 16-20, 2013	Equipment Installation – Notice to Proceed
2.11.10.	September 30, 2013	Completion Date



### 3. SCOPE OF SERVICES

#### **3.1. Project Description:**

The County of Boone – Missouri, hereafter referred to as *the County or Owner*, hereby solicits formal written proposals from qualified Offerors for the furnishing, delivery, installation, setup, testing, training and warranty and/or maintenance of **Audiovisual System in the Ceremonial Courtroom of the 13<sup>th</sup> Judicial Circuit of Missouri (Boone County Courthouse) at 705 E. Walnut Street, Columbia, Missouri 65201.**

#### **3.2. Background Information:**

3.2.1. Detailed background information provided in attached Scope of Work prepared by The Sextant Group, Inc.

3.2.2. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>

3.2.3. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**3.3. Scope of Services:** The successful Offeror shall furnish, deliver, install and train County users on new Audiovisual System for the Ceremonial Courtroom of the 13<sup>th</sup> Judicial Circuit of Missouri as detailed within this Request for Proposal and attached Scope of Work provided by The Sextant Group, Inc.

3.4. Offeror shall bid one of the identified, acceptable models stated within or bid an approved equal in similar detail. Determination of equality is solely Boone County's responsibility.

3.5. A pre-proposal conference with site visit is scheduled to help Offerors understand the functionality and design needed by the County. **ALL POTENTIAL OFFERORS MUST ATTEND A PRE-BID IN ORDER TO SUBMIT A PROPOSAL RESPONSE.**

**3.6. Warranty and Guarantee:** Warranty and Guarantee is further outlined in the attached Scope of Work prepared by The Sextant Group, Inc. Should there be a discrepancy between the warranty in this section and the Scope of Work provided by The Sextant Group, The Sextant Group's scope of work for warranty and guarantee shall prevail.

Offeror shall submit with their proposal response a complete description of any and all warranties offered as part of the resulting contract. At a minimum, Offeror agrees to the following:

Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in



every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

**3.6.1. Correction or Removal of Defective Work**

If required by County Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by County Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

**3.6.2. One Year Correction Period**

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

**3.7. Manuals:** The Contractor must supply the user documentation/operating manuals necessary to operate the equipment/software provided.

**3.8. Delivery and Installation:** Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Offerors shall set forth in their proposal the number of days in which delivery and installation will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely delivery schedule with an installation and training schedule shall be stated on the Response Page.

Note: Contractor shall not ship or install equipment without a properly executed purchase order.

**3.9. Delivery Terms:** FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.

**3.10. Prevailing Wage: PREVAILING WAGE RATES** – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto.

**3.10.1. Current prevailing wage order #19 is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The current prevailing wage is available on our website at [www.showmeboone.com/purchasing](http://www.showmeboone.com/purchasing).

**3.11. OSHA:** Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

**3.11.1. 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.

3.11.2. 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.

3.11.3. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

**3.12. Overhead Power Line Safety Act:** 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.

**3.13. SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify

and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

**3.14. Subcontractors, Suppliers and Others**

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

**3.15.** It is to be clearly understood that the Boone County Courthouse is a "Smoke Free Environment" and an "Alcohol Free Facility." As such, smoking and consumption of alcoholic beverages is PROHIBITED on this project. Any employees of any contractor or subcontractor who does not adhere to Boone County's policies which prohibit the use of tobacco and alcoholic beverages in their facilities will be escorted off the jobsite and may not return. The contractor or subcontractor who the employee is employed will be notified. Further violations could result in the termination of this Contract.

3.16. All contractor employees will conduct themselves in a professional manner. Harassment of other construction personnel, owner personnel, or the general public will result in immediate and permanent removal from the project.

**3.17. Discharge of Employees:** Owner reserves the right to require the removal from the site of the Work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.

**3.18. Accident Prevention:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.

3.19. All trash shall be removed from site by the Contractor. In the event a dispute arises among the Contractor and any others as to the responsibility for clean up, the County Representative may cause the clean up to be done and allocate the costs among the parties responsible for keeping the premises and surrounding area free of accumulation of waste or rubbish. The allocation made by the County Representative shall be binding on the Contractor.

3.20. If the Contractor should find it necessary to work hours other than 7:30 a.m. to 4:30 p.m. on Monday through Friday, the Contractor must notify the County Representative at least 24 hours prior to the start of that work beyond the established times. The request for these additional work hours is subject to approval by the County Representative.

3.21. Report all accidents regardless of how minor to County Representative. Provide detailed incident report for those requiring off site medical treatment.

3.22. Contractor to coordinate all applicable permit inspections as required for the activities included in this work package.

3.23. It is to be understood that Courts will be in session during the execution of the Scope of Work. Contractor(s) are to provide a “sequencing plan” to insure that disruption of their existing services does not occur while Courts are in session. No disruption or cutting of existing services will be allowed without prior consent of the County Representative. All new “tie-ins” must also be coordinated with the County Representative to insure that it will not interrupt existing services.

3.24 Identification badges may be issued by the County to all construction personnel. These badges must be worn at ALL times by construction personnel to access the work areas and while on the premises.

3.25. The courthouse may be accessed through the front door from 8:00 a.m. to 5:00 p.m. on the scheduled workday for construction personnel and their containers, equipment and tools. Court security personnel will inspect all containers, equipment and tools that enter the courthouse. All tools and containers entering the courthouse through the front door must be able to pass through the security x-ray machine. Deliveries will need to be scheduled through the County Representative.

3.26. **Project Record Drawings** – At end of project, Contractor shall supply to County Representative, Project Record Drawings that may include drawings and diagrams of equipment locations, project manual, product data, comprehensive Maintenance and Operating Manual, software CDs and equipment warranties as required by the County Representative

3.27. As part of RFP response, please detail what is included as part of the system installation.

3.28. As part of your RFP response, please detail what is included as part of the system test, adjustments, setup and reports.



#### 4. CONTRACT TERMS AND CONDITIONS

4.1. **Contract Period:** The initial term of the resulting contract agreement for the proposed **equipment/software** from this Request for Proposal will begin at the time of contract award and end upon project completion. If maintenance is offered on any of the hardware or software that is outside of the warranty, please describe in detail. **The maintenance** portion of the Contract Agreement should be from equipment installation through **December 31, 2013 in order to be with the County's fiscal year.** The maintenance agreement may be renewed by the Purchasing Director for up to an **additional five (5) one-year periods, beginning on January 1.** Maintenance prices are subject to adjustment thereafter per pricing proposed on Response Page, effective on the renewal date, and must remain firm through the end of the renewal period.

4.2. **Contract Documents:** The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

4.3. **Provisions for Termination:** The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.

4.3.1. Due to a material breach of any term or condition of this agreement.

4.3.2. If in the opinion of Boone County, delivery of products / services are delayed or products / services delivered are not in conformity with the contract documents.

4.3.3. If appropriations are not made available and budgeted for in any calendar year.

4.3.4. Boone County 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 County.

4.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

4.5. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

4.6. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance

with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

4.7. Award will be made by written notification from the Purchasing Director. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.

4.8. Contractor agrees to furnish services and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

4.9. Contractor proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within this quoted price. The county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

4.10. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.

4.11. Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.

4.12. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.

4.13. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.

**4.14. Extra and/or Additional Work and Changes:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

**4.15. Patents:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

**4.16. Assignment of Contract:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

**4.17. Legal Requirements:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

**4.18. Equal Opportunity:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**4.19. Domestic Purchasing Policy:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

4.20. If a contradiction in the contract documents occurs then the more expensive interpretation shall prevail and be inclusive in that respective contractor’s proposal response.



## 5. PROPOSAL SUBMISSION INFORMATION

### 5.1. RESPONSE TO PROPOSAL

#### 5.1.1. Submission of Proposals:

- 5.1.1.1. When submitting a proposal, the Offeror should include the **original and nine (9) additional copies**.
- a. The Offeror shall submit the proposal to:
- Boone County Purchasing Department  
Attn: Melinda Bobbitt, CPPB, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201
- b. The proposals must be delivered no later than **1:30 p.m. on May 29, 2013**. Proposals will not be accepted after this date and time.
- 5.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described in section 5.1.4.
- a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.
- c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.
- 5.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.
- 5.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the



solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**5.1.2. Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

**5.1.3. Evaluation and Award Process:**

5.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Method of Performance**
- b. **Experience/Expertise**
- c. **Cost**

5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the County may request to visit sites where proposed equipment is in operation. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

**5.1.4. Evaluation:**

5.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information,

which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 5.1.4.2. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Attachment B to this RFP or in a similar manner):
  - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
  - b. Dates and locations of the service/contract; and
  - c. A brief, written description of the specific equipment installed and prior services performed and requirements thereof.
- 5.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 5.1.4.4. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in the project. List shall include number of certified technicians and levels of experience on the proposed solution and state how many miles they are located from Boone County.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

**5.1.5. Rejection / Withdrawal of Proposals Response:**

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals - Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

**5.1.6. Validity of Proposal Response:**

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



## 6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

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

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

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

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

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

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

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

### 6.1. Pricing

**Pricing** – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of renewal equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Any list of equipment is provided for informational purpose. Offeror shall bid one of the identified, acceptable models within or bid an approved equal. Determination of equality is solely Boone County's responsibility.

Please attach itemized pricing with brand and model numbers.

<u>Item #</u>	<u>Description</u>	<u>Price</u>
6.1.1.	<b>Base Bid: Ceremonial Courtroom Equipment</b>	\$
	<b>Labor to install Base Bid Equipment</b>	\$
	<b>Total: Ceremonial Courtroom Equipment + Labor</b>	\$
6.1.2.	<b>Add-Alternate: Videoconference Equipment</b>	\$
	<b>Labor to install Videoconference Equipment</b>	\$
	<b>Total: Videoconference Equipment + Labor</b>	\$
6.1.3.	<b>Add-Alternate: Press Feed Equipment</b>	\$
	<b>Labor to install Press Feed Equipment</b>	\$
	<b>Total: Press Feed Equipment + Labor</b>	\$
The contractor shall guarantee all equipment, materials, and labor for a period of one year from the date of final acceptance. Please provide firm pricing for warranty to be renewed each year through year 4.		
6.1.4.	<b>Warranty for Year 2</b>	\$
6.1.5.	<b>Warranty for Year 3</b>	\$
6.1.6.	<b>Warranty for Year 4</b>	\$
	<b>Grand Total (Item #6.1.1. through #6.1.6.)</b>	\$

**6.2. Full Service Maintenance:** Offeror's proposal response shall state if a maintenance/service contract is available (or needed in addition to the warranty) for equipment proposed and clearly describe the service contract. Is a maintenance agreement available?  
 \_\_\_\_\_ yes \_\_\_\_\_ no

**Maintenance (County would have option to renew maintenance each year by written notice):**

- a. Date of installation through December 31, 2013      \$ \_\_\_\_\_
- b. January 1, 2014 – January 31, 2014                \$ \_\_\_\_\_
- c. January 1, 2015 – January 31, 2015                \$ \_\_\_\_\_
- d. January 1, 2016 – January 31, 2016                \$ \_\_\_\_\_
- e. January 1, 2017 – January 31, 2017                \$ \_\_\_\_\_
- f. January 1, 2018 – January 31, 2018                \$ \_\_\_\_\_

6.3. Equipment shall be delivered and installed \_\_\_\_\_ calendar days after receipt of Purchase Order and Notice to Proceed.

6.4. List all Sub-Contractors that will be utilized on this project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6.5. Describe warranty on equipment and labor (or attach description):

---

---

---

6.6. List any deviations to the required specifications/scope of work:

---

---

---

6.7. Training shall be provided to Boone County staff within \_\_\_\_\_ days of installation.

6.8. State date that pricing is firm through for the equipment proposed in your proposal response (if longer than the required 90 days): \_\_\_\_\_.

6.8. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

**Name:**

**Organization:**

**Address:**

**E-mail:**

**Phone Number:**

**Fax:**

6.9. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?

- \_\_\_\_\_ newspaper advertisement
- \_\_\_\_\_ Boone County Electronic Bid Notification
- \_\_\_\_\_ other, please list: \_\_\_\_\_

**BIDDER'S ACKNOWLEDGMENT**

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

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

(if a corporation) that he is the \_\_\_\_\_  
President or other agent

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_ the day and year first above written.

(SEAL) \_\_\_\_\_ Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you 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 you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



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

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )SS.

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

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

\_\_\_\_\_  
Affiant Date

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

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

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

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

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

### CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

**SIGNATURE AND IDENTITY OF OFFEROR**

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

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

Dated \_\_\_\_\_, 20\_\_\_\_  
Name of individual, all partners, or joint ventures:

Address of each:

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

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

doing business under the name of:

Address of principal place of business in Missouri:

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

\_\_\_\_\_  
(If a corporation - show its name above)

ATTEST:

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

\_\_\_\_\_  
(Title)

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

**(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 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.

---

Name and Title of Authorized Representative

---

Signature

---

Date

## STANDARD TERMS AND CONDITIONS

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

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, 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.

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**



**STATEMENT OF OFFEROR'S QUALIFICATIONS**

**(File with Response Form)**

**1. Number of years in business: \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.**

---

---

---

**2. Contracts on hand: (Complete the following schedule)**

<b>Item</b>	<b>Purchaser</b>	<b>Amount of Percent Contract Completed</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**3. General type of product sold and manufactured:**

---

**4. There has been no default in any contract completed or un-completed except as noted below:**

**(a) Number of contracts on which default was made: \_\_\_\_\_**

**(b) Description of defaulted contracts and reason therefore:**

---

---

**5. List banking references:**

---

---

---

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes \_\_\_\_\_ No \_\_\_\_\_

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of person signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Title of Person Signing)

of \_\_\_\_\_  
(Name of Bidder)

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

**AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW  
(Return at Completion of Project)**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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



**“SAMPLE” CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and \_\_\_\_\_ (hereinafter referred to as the Contractor).

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

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

**PROPOSAL NUMBER 21-29MAY13  
AUDIOVISUAL SYSTEM FOR THE CEREMONIAL COURTROOM OF THE 13<sup>TH</sup>  
JUDICIAL CIRCUIT OF MISSOURI**

**BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as described in the Request for Proposal and any applicable addendum and plans. The contract award is to **be in the amount of -**  
\_\_\_\_\_ **and the award is as follows:**

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

Instructions and General Conditions  
Introduction and General Information  
Scope of Services  
Contract Terms and Conditions for Awarded Contractor  
Proposal Submission Information  
Response / Pricing Page  
Bidder's Acknowledgment  
Work Authorization Certification  
Signature and Identity of Offeror  
Certification Regarding Debarment  
Standard Terms and Conditions  
Prior Experience  
Statement of Offeror's Qualifications  
Anti-Collusion Statement  
Annual Wage Order #19  
Contract Agreement  
Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.

Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.  
Affidavit - OSHA Requirements  
Affidavit - Prevailing Wage  
Scope of Work – The Sextant Group  
Sheet AV22 – Ceremonial Courtroom Drawing

All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained first in this Contract Agreement and second in the proposal specifications including project specifications for Video Conferencing Equipment for 2-South Hearing Room in the Boone County Courthouse and any applicable addenda shall prevail and control over the Contractor's bid response.

Said specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

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

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

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

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

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

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of

materials and lease of equipment; and shall comply with all reasonable scheduling instructions of the County Representative as the project is being completed in a working, open courthouse in which trials and other court business will be conducted throughout the term of this Contract Agreement.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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



The Owner agrees to pay the Contractor in the amount: \$ \_\_\_\_\_

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at Columbia, Missouri.

(Date)

CONTRACTOR:

OWNER, BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Authorized Representative Signature

By: \_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

By: \_\_\_\_\_  
Authorized Representative Printed Name  
Title: \_\_\_\_\_

Approved as to Legal Form:

ATTEST:

\_\_\_\_\_  
CJ Dykhouse  
Boone County Counselor

\_\_\_\_\_  
Wendy Noren, County Clerk

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Appropriation Account

**PERFORMANCE BOND (to be returned with contract)**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

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

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

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

***BID NUMBER 21-29MAY13***  
***AUDIOVISUAL SYSTEM FOR THE CEREMONIAL COURTROOM OF THE 13<sup>TH</sup>***  
***JUDICIAL CIRCUIT OF MISSOURI***  
***BOONE COUNTY, MISSOURI***

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

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

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

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

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

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

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

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

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

(SEAL)

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

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

(SEAL)

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

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

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

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

**LABOR AND MATERIAL PAYMENT BOND (to be returned with contract)**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_,  
\_\_\_\_\_ ,  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

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

\_\_\_\_\_ DOLLARS

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

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

***BID NUMBER 21-29MAY13***  
***AUDIOVISUAL SYSTEM FOR THE CEREMONIAL COURTROOM OF THE 13<sup>TH</sup>***  
***JUDICIAL CIRCUIT OF MISSOURI***  
***BOONE COUNTY, MISSOURI***

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

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

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

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
  
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

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

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

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

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

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

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

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



**"No Bid" Response Form**

**Boone County Purchasing**  
613 E. Ash Street, Room 110  
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director  
(573) 886-4391 – Fax: (573) 886-4390

**"NO BID RESPONSE FORM"**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO  
SUBMIT A PROPOSAL RESPONSE**

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

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

**RFP: 21-29MAY13 – Audiovisual System for the Ceremonial  
Courtroom of the 13<sup>th</sup> Judicial Circuit of Missouri**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for Not Submitting Proposal Response :

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



## **Boone County Courthouse Ceremonial Courtroom**

### **Scope of Work: Audiovisual Systems**

---

April 19, 2013

## **THE SEXTANT GROUP, INC.**

OMAHA  
5017 LEAVENWORTH ST.  
SUITE 100  
OMAHA, NE 68108  
402.932.6121

ATLANTA  
COLUMBUS  
NEW YORK  
OMAHA  
PHOENIX  
PITTSBURGH  
SANTA BARBARA  
WASHINGTON DC

The logo for The Sextant Group, Inc. features the word "SEXTANT" in a stylized, blue, sans-serif font. Below the text is a graphic of a blue map of the United States with white lines representing flight paths or connections between major cities.

PART 1 - GENERAL .....	3
1.1 OVERVIEW .....	3
1.2 ROLE OF THE CONSULTANT .....	3
1.3 DEFINITION OF TERMS .....	3
1.4 QUALITY ASSURANCE .....	4
PART 2 - PROJECT SCOPE .....	4
2.1 OVERVIEW .....	4
2.2 WORK INCLUDED .....	4
2.3 WORK EXCLUDED .....	7
2.4 SYSTEM DESCRIPTIONS .....	7
2.5 BASIS OF DESIGN EQUIPMENT LIST .....	11
PART 3 - RFP RESPONSE .....	13
3.1 GENERAL .....	13
3.2 RESPONSE FORMAT .....	14
PART 4 - PROJECT CLOSEOUT .....	16
4.1 DOCUMENTATION .....	16
4.2 SOFTWARE DOCUMENTATION .....	16
4.3 TRAINING .....	17
4.4 SYSTEM ACCEPTANCE .....	17

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS 2  
This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)



## PART 1 - GENERAL

### 1.1 OVERVIEW

- A. This project has been organized using the design/build method with the selected Audiovisual Contractor providing a complete design and turnkey Audiovisual System performing all functions as described herein.
- B. This Request for Proposal (RFP) is structured around a set of functional requirements established during planning sessions with the project team. Components mentioned within this RFP have been utilized to create the base guidelines and minimum level of quality for the Audiovisual Systems' core components.
- C. The anticipated completion date is approximately September 30, 2013. The installation of the infrastructure is anticipated to take place August 13 through 16, 2013. The installation of the audiovisual system is anticipated to take place September 16 through 20, 2013.

### 1.2 ROLE OF THE CONSULTANT

- A. The Boone County Courthouses has contracted The Sextant Group, Inc. to provide assistance in the project. The Consultant has been or will be engaged in the following activities:
  - 1. Estimating probable system cost and assisting the Owner in developing a project budget.
  - 2. Collaborating with the Owner to identify and document the system requirements.
  - 3. Acting as a Technical Advisor to the Owner.
  - 4. Developing this RFP document.
  - 5. Acting as a liaison between the Owner and Bidders during the RFP process.
  - 6. Participate remotely in a Pre-Bid Meeting, answering questions during the defined RFI period and assisting the Owner in evaluating Bid responses.
  - 7. Evaluating the system commissioning documents and conducting the final systems acceptance testing.
- B. The Sextant Group, Inc. will not be engaged in the following activities:
  - 1. Designing the infrastructure required to support the audiovisual systems.
  - 2. Reviewing Shop Drawings, submittals, RFIs and the like after bid award.
  - 3. Performing integration progress visits.
  - 4. Coordinating the schedule of the systems integration.
  - 5. Communicating and coordinating with the design and construction teams.
- C. The AV Contractor shall communicate and coordinate directly with the Owner's representative(s) and other trades, complying with all requirements as defined under Scope of Work and elsewhere, to fulfill all requirements of this Request for Proposal.

### 1.3 DEFINITION OF TERMS

- A. Within this RFP, the following definitions shall apply:
  - 1. The term "Owner" is used to indicate Boone County Courthouse or authorized representatives.
  - 2. The term "Consultant" is used to indicate The Sextant Group, Inc.
  - 3. The term "Bidder" is used to indicate that entity generating the bid response.
  - 4. The term "Contractor" or "AV Contractor" is used to indicate the successful Bidder to whom the Owner has awarded the contract.

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS 3  
This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

5. The term "Furnish" is used to indicate the responsibility to ship or deliver the item to the job site, freight prepaid, for receipt, staging, and installation by others.
6. The term "Install" or "Installation" is used to indicate the responsibility of receiving the item at the job site, providing adequate storage, unpacking or uncrating the item, physically securing the item or otherwise making ready the item for its intended use by following the instructions and approved methods of the manufacturer and those contained herein.
7. The term "Provide" is used to indicate the responsibility to both "Furnish" and "Install".
8. The term "OFCI" (Owner Furnished Contractor Installed) shall refer to equipment that will be furnished by the Owner for installation by the Contractor. The Contractor shall be responsible for installing and integrating this equipment as detailed herein.
9. The term "Installation Materials" shall reference installed cable, loose cable, terminations, cable management, voice/data/video patch cords, adapters, I/O panels, cable dressing, facing bars, copper bus bars, labels, rack shelves, rack mounts, power strips/distribution and other materials as needed to install the systems defined herein.
10. The term "shall" is mandatory; the term "will" is informative; and the term "should" is advisory.

#### 1.4 QUALITY ASSURANCE

- A. All equipment for this installation will be new, less than one year from the date of manufacture, and without blemish or defect.
- B. The Contractor shall supply and install any incidental equipment needed in order to result in a complete and operable system without claim for additional payment, even if such equipment is not listed or indicated as part of the Contractor's design.
- C. All work related to this RFP shall be completed in a professional manner by fully qualified workers.

### PART 2 - PROJECT SCOPE

#### 2.1 OVERVIEW

- A. The Selected Contractor shall provide complete, turnkey Audiovisual Systems performing all of the functions as described herein, together with all other apparatus, cable, material, design and installation labor, software, tools, transportation, and any other resources necessary to provide a complete system.

#### 2.2 WORK INCLUDED

- A. Specifically, the work shall include, but is not limited to:
  1. Design and Documentation
    - a. Creating final system designs that meet or exceed the requirements described in this RFP
    - b. Generating and submitting infrastructure designs, system descriptions, Shop Drawings, equipment lists, and cut sheets necessary to document the system designs for Owner approval
    - c. Providing the design of the system infrastructure. Coordinating with the Owner to ensure that the infrastructure solutions preserve or enhance the desired aesthetic needs. Coordinating voice and data system requirements related to audiovisual systems with Owner and Owner representatives.

#### REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

4

- d. Coordination of the review of, and obtainment of approval for, all Shop Drawings with Owner's representative prior to installation
- e. Documenting the completed installed systems as defined herein.
- 2. Coordination
  - a. Communicating and coordinating directly with the Owner representative(s) and other trades as required to fulfill all requirements of this RFP.
  - b. Coordinating your work with other trades as needed.
  - c. Scheduling installation operations in sequence required in order to obtain best completion results.
  - d. Coordinating installation of different components to assure maximum accessibility for required maintenance, service, and repair.
- 3. Cabling, Equipment, and Installation
  - a. Providing all Audiovisual Systems equipment contained in your proposal, including plenum cable and projection screens, unless otherwise noted herein.
  - b. Installing Owner furnished equipment as specified.
  - c. Providing all projector lenses as required.
  - d. Providing speakers as complete assemblies with back boxes, grilles, tile bridges, wall mounts, mounting hardware and other installation hardware as required.
  - e. Coordinating with the Owner on color selection, and/or the painting of any exposed loudspeakers or other exposed system components to match space finishes.
  - f. Providing to the owner, upon completion, all accessories and ancillary items included with the manufacturer's equipment but not used for the physical installation of the device. This shall include all user manuals, remote controls, batteries, tools, installation hardware, carrying cases, protective covers, etc.
  - g. Providing all cable required for the Audiovisual Systems. Coordinating cable pull requirements with the Owner. Providing plenum rated cable, as required.
  - h. Providing station cables for connection of IP-enabled audiovisual equipment to associated data network outlets, including but not limited to resident computers, laptop connections, control processors, codecs, a document camera, a projector, and displays. This applies to all equipment installed by the Contractor, including Owner-Furnished (OFCL) items. Coordinate station cable requirements with the greater building-wide structured cabling system.
  - i. Coordinating and providing cable labels as stipulated by the owner and/or specified herein.
  - j. Terminating/Interconnecting all cabling and system components both internal and external to rack cabinets. Providing all cable management hardware as required.
  - k. Furnishing all lifts, ladders, scaffolding or other resources as needed for proper safe installation. Coordinating with other trades as needed.
  - l. Coordinating with local entities as necessary (manufacturer, Owner, SBE, FCC, etc.) to determine final channel selection for all wireless devices and resolve conflicts where they may occur.
  - m. Coordinating the exact and final locations of the audiovisual components with the Owner representative(s).
  - n. Ensuring that all equipment is installed in accordance with accepted industry standards, approved shop drawings, and manufacturer's recommendations.
  - o. Ensuring that all individual components function as intended by this RFP.
  - p. Providing custom cover plates, wall plates, I/O connection plates, floor box insert plates as required. Coordinate with the Owner on the final selection of finishes.

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

5

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

- q. Insuring that all equipment, with the exception of portable equipment, is firmly fastened or attached in place. A safety factor of at least four shall be utilized for all brackets, fasteners and attachments. Provide safety retention cables for overhead equipment such as loudspeakers, projectors, etc.
  - r. Insuring that all equipment mounting styles and locations comply with the 2010 ADA Standards for Accessible Design.
  - s. Providing the projector mount, including guy wires, clamps, or support assemblies back to structural members.
  - t. Mounting / aligning the projector so that digital keystone correction is not required. Optical lens shift shall be employed, only if necessary, to align the image with the image area. The projector shall be mounted and adjusted to be perpendicular to the screen surface.
  - u. Installing, configuring, adjusting, programming and calibrating all components in order to optimize the performance of all individual subsystems and the entire Audiovisual Systems as a whole.
  - v. Providing all cutting, patching, caulking, fire caulking, and painting required to restore finishes if damaged during installation.
4. Furniture
- a. Coordinating with the Owner and/or furniture supplier(s) as needed to ensure proper integration of the audiovisual systems and various furniture components. Coordinating the modification of conference tables as needed for the seamless integration of equipment.
5. Coordination with Owner's Network
- a. Securing from Owner private IP addresses for use by Ethernet equipped audiovisual devices. No Ethernet equipped device shall be connected to Owner's network without the express permission of Owner. This shall include, but is not limited to configuration parameters such as DHCP, IP addresses, subnet information, VLAN setup and authorization.
6. Programming
- a. Developing and installing all custom control programming code as required.
  - b. Providing a GUI (Graphical User Interface) and code development in order to satisfy the guidelines outlined herein. Please note, the Owner has strict design standards for the GUI. The Audiovisual Contractor shall comply with the Owner standards.
  - c. Providing a control system interface to the motorized screen as described herein.
  - d. Providing the executable (uncompiled) programming control code as described herein.
  - e. Developing and installing all custom software for DSP devices as required to optimize system performance.
7. Testing, Training, Acceptance, and Warranty
- a. Ensuring that the entire Audiovisual System functions as intended by this RFP.
  - b. Testing, adjusting, and fine-tuning all components and complete systems.
  - c. Coordinating and conducting training sessions in systems operation for the Owner's designated representative(s) as defined herein.
  - d. Conducting final system tests and demonstrating the system capabilities to the Consultant at a time that is mutually acceptable to the AV Contractor and Consultant.
  - e. Providing a warranty service contract as defined in your proposal.
8. Infrastructure

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

6

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

- a. Providing conduit, power receptacles, junction boxes, cable raceways, electrical back-boxes, floor boxes, blocking, unistrut or equal hardware, strapping or millwork except where otherwise specified herein.

### 2.3 WORK EXCLUDED

- A. Work not included under this contract shall be:
  1. Providing data and voice network systems.
  2. Providing modifications to special construction, millwork, rough or finished trim, and blocking required for system mounts unless otherwise specified herein.

### 2.4 SYSTEM DESCRIPTIONS

#### A. Ceremonial Courtroom Base-Bid

##### 1. Source Devices

##### a. Auxiliary Audiovisual Connections

- 1). Aux audiovisual connections for user provided devices, such as, laptops or tablets shall be located at each attorney table and the mobile podium.
- 2). Each aux audiovisual connection shall support HDCP compliant digital signals and analog signals.
- 3). Each aux audiovisual connection shall be located in a cable cubby recessed into the surface of each attorney table and the mobile podium. The cable cubbies shall connect to the audiovisual system via floor boxes. The cable cubbies shall contain two data drops (provided by the Contractor) and power.
- 4). Each aux audiovisual connection shall connect to the matrix audiovisual switching system.

##### b. OFCI Thin Client Computers

- 1). Each attorney table shall have an OFCI thin client computer mounted to the underside of the table work surface. These computers will allow each attorney to view the court's Real-Time Transcription software (Owner provided).
- 2). The video output of each thin client computer shall be connected to a local 2x1 switcher (switcher detailed under the Audiovisual Transport / Processing section).
- 3). Each thin client computer will require a data connection (provided by the Contractor) and power.
- 4). Each thin client computer shall connect to the local display (through the local switcher) only; they shall not connect to the matrix audiovisual switching system.

##### c. Workstation Computer

- 1). The Judge's bench shall have an OFCI workstation computer. This computer will allow the Judge to view the court's E-File software (Owner provided).
- 2). The video output of the computer shall be connected to a local 2x1 switcher (switcher detailed under the Audiovisual Transport / Processing section).
- 3). Workstation computer will require a data connection consisting of two data drops (provided by the Contractor) and power.
- 4). Workstation computer shall connect to the local display (through the local switcher) only; it shall not connect to the matrix audiovisual switching system.

##### d. DVD/Blu-Ray Player

- 1). A DVD/Blu-Ray player shall be located by the Clerk's bench.
- 2). The DVD/Blu-Ray player shall connect to the matrix audiovisual switching system.

#### REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

7

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

- e. Document Camera
  - 1). A high-resolution document camera shall be located in the mobile podium.
  - 2). The document camera shall connect to the matrix audiovisual switching system.
- 2. Display Devices
  - a. Projection Screen
    - 1). An electro-mechanical ascending projection screen shall be integrated into the rear side of the false-wall behind the Judge's bench. The screen and its housing shall not be visible from the Well or Gallery when closed.
    - 2). If requested by the Owner, the AV Contractor shall cover the projection screen housing with a finish that matches the aesthetic of the courtroom.
    - 3). The projection screen shall be large enough to adequately see a high level of detail on the screen from the Well and Jury box.
    - 4). The projection screen shall be large enough to adequately see a medium level of detail on the screen from Gallery.
    - 5). Projection screen shall be controlled by the audiovisual control system.
  - b. Projector
    - 1). A fixed, high-brightness WXGA DLP projector shall be installed above the vestibule at the rear of the courtroom.
    - 2). Projector shall fill the entire projection screen without using keystone correction.
    - 3). Projector shall connect to the matrix audiovisual switching system.
    - 4). Projector shall be controlled by the audiovisual control system.
  - c. Mobile large Flat panel display
    - 1). A large LED backlit LCD display shall be mounted to a mobile cart.
    - 2). The display shall be large enough to adequately see a high level of detail on it from the Jury box.
    - 3). The display cart shall be easily movable via wheels.
    - 4). The cart shall extend high enough for jurors to see the display without straining their necks and shall be high enough to have the bottom of this display be above the Witness stand.
    - 5). The display cart shall fit behind the false wall behind the Judge's bench when not in use.
    - 6). The display shall connect the matrix audiovisual switching system via a floor or wall box.
  - d. Annotation displays
    - 1). A high-definition desktop monitor supporting touch from a person's finger and a stylus shall be located at each attorney table, the Judge's bench, and the Witness stand.
    - 2). Each display shall be mounted to a highly adjustable base. The base shall support the display being positioned perpendicular or parallel to the floor.
    - 3). Each display shall connect to the matrix audiovisual switching system through the local 2x1 switcher.
    - 4). Each display shall connect to the annotation processor.
  - e. Desktop monitor
    - 1). A high-definition desktop monitor shall be located at the Court-Reporters desk.
    - 2). The display shall connect to the matrix audiovisual switching system.
- 3. Sound Reinforcement System

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

8

- a. Audio Output Devices
    - 1). Electronically steerable column line array loudspeaker
      - a). An electronically steerable column line array loudspeaker shall be located and commissioned to cover the entire Gallery audience area with controlled (tight coverage pattern), uniform, and intelligible sound.
      - b). Loudspeaker shall be painted to match the wall it is mounted to.
    - 2). Surface mounted loudspeaker
      - a). A surface mounted loudspeaker shall be located and commissioned to cover the entire Jury box audience area with controlled (tight coverage pattern), uniform, and intelligible sound.
      - b). Loudspeaker shall be painted to match the wall it is mounted to.
    - 3). Tabletop loudspeaker
      - a). A small tabletop loudspeaker shall be located at each attorney table, the Judge's bench, the Witness stand, the Court-Reporter's desk, and the Clerk's bench.
      - b). The loudspeakers shall provide controlled (tight coverage pattern), uniform, and intelligible sound.
      - c). The loudspeakers shall be permanently mounted as required.
      - d). The loudspeaker shall have a local volume control.
      - e). The Court-Reporter's desk shall also have a headphone jack with volume control.
    - 4). Press feed
      - a). Several channels of line level audio shall be available at the rear of the courtroom or in adjacent room.
      - b). Line level audio shall be connected to the central digital signal processor.
  - b. Audio Input Devices
    - 1). Wired microphones
      - a). A wired gooseneck microphone with local push-to-mute functionality shall be integrated in the surface of the attorney tables, Judge's bench, Witness stand, Clerk's bench, and mobile podium.
    - 2). Encrypted wireless microphones
      - a). Four encrypted wireless body-pack/lavaliere microphone systems.
    - 3). Surface boundary microphone
      - a). A small surface boundary microphone shall be install at the Judge's bench.
  - c. Audio processing
    - 1). A modular central digital signal processor shall facilitate all routing, mixing, control, and processing of the audio inputs and outputs.
    - 2). The Owner's current standard is Biamp.
    - 3). Audio processor shall include a white noise generator.
4. Audiovisual Transport / Processing
- a. Matrix audiovisual switching system
    - 1). A modular matrix audiovisual switching system shall facilitate switching of all audiovisual inputs and outputs (unless noted otherwise).
    - 2). The matrix audiovisual switching system shall be HDCP compliant and support both digital and analog audiovisual systems.
  - b. 2x1 local switcher

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

9

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

- 1). A small local 2x1 switcher shall be located at the attorney tables and the Judge's bench.
  - 2). The switcher shall be controlled by a local toggle switch.
  - 3). The switcher shall connect the matrix audiovisual switching system and the local thin client/workstation computer to the local desktop monitor.
  - 4). The 2x1 switcher shall be HDCP compliant.
  - c. All audiovisual signals traveling long distances shall be converted from their native format to a format that is transported via twisted pair cable.
5. Audiovisual Control System
- a. Touch panel
    - 1). An approximately 10" color LCD touch panel shall be located at the Judge's bench.
    - 2). The touch panel shall be programmed with a customized graphical user interface (GUI), and shall follow the Owner's standards.
    - 3). The touch panel will be the sole interface for controlling the audiovisual system.
  - b. Control processor
    - 1). A central control processor shall govern all I.R., RS-232, RS-485, Relay, and IP enabled devices.
    - 2). The programming of the audiovisual control processor shall follow the Owner's standards.
6. Audiovisual Capture
- a. Annotation
    - 1). An annotation processor shall connect to each touch enabled monitor.
    - 2). The annotation processor shall connect to the matrix audiovisual switching system.
    - 3). The annotation processor shall support printing to an owner-furnished IP-enabled printer.
    - 4). The annotation processor shall be HDCP compliant.
    - 5). The annotation processor shall connect to building network (provided by the Contractor)
  - b. Audio capture
    - 1). Four line level audio signals shall connect the central digital signal processor to a plate located by the Clerk's bench. The four audio feeds shall be for a future installation of an FTR Gold system.
7. Hardware
- a. Equipment rack
    - 1). Unless otherwise noted, all rack mounted audiovisual equipment shall be racked in an OFCI equipment rack located in I/T Closet 353.
  - b. Mobile podium
    - 1). A mobile podium on wheels shall house the above mentioned audiovisual equipment and interface with the audiovisual system via a floor box.
    - 2). The mobile podium shall be provided with a finish and appearance based on the Owner's direction.
    - 3). The mobile podium shall be easily movable.
  - c. Power switching and conditioning system



- 1). AV Contractor shall provide a power and conditioning switching system for the audiovisual equipment.
8. Infrastructure
- a. The AV Contractor shall be responsible for providing all pathways, wall boxes, floor boxes, and AC power required to fulfill the requirements described above.
  - b. The AV Contractor may use existing infrastructure and power in place where available.
- B. Videoconference Add-Alternate
1. AV Contractor shall provide a professional high-definition videoconferencing system consisting of the following:
    - a. Three tabletop high-definition video cameras; one for each attorney table and one for the Judge's bench
    - b. A high-definition videoconference codec; compliant with the Owner standards
    - c. A multi-window processor supporting the following:
      - 1). Transmit to the far end a quad view image of the two attorneys, the Judge, and a blank space
      - 2). Display on the local displays a quad view image of the two attorneys, the Judge, and far end video feed
  2. The matrix audiovisual switching system for the Base-Bid shall be expanded as needed to accommodate the videoconference system.
  3. The digital signal processor for the Base-Bid shall be expanded as needed to accommodate the videoconference system.
- C. Press Feed Add-Alternate
1. AV Contractor shall provide a high-definition press feed camera system consisting of the following:
    - a. A high-definition pan-tilt-zoom (PTZ) camera located above the Jury box with limits to prevent capturing the Jury
    - b. A flat panel display mounted to the wall of an adjacent room to the courtroom shall connect to the PTZ camera
    - c. An aux plate (located in the same room as the flat panel display) with audio and video outputs connected to the PTZ camera and central digital signal processor
    - d. A joystick camera controller for the PTZ camera that shall connect to the aux plate mentioned above

2.5 BASIS OF DESIGN EQUIPMENT LIST

- A. A "Basis of Design" for the core system components is provided below. Any specific model numbers or performance characteristics identified are for reference only, intended to indicate product class and are not to be interpreted as the only solution for its category.

B. Ceremonial Courtroom Base-Bid

Item / Description	Notes to Contractor	Unit Qty
<b>Source Devices</b>		
Blu-ray Disc/DVD/CD Player		1
Aux audiovisual connections		3

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS 11  
 This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. www.TheSextantGroup.com

Small form factor computer	OFCI	2
RF wireless full-size keyboard & mouse	OFCI	3
Computer workstation	OFCI	1
Document/object camera		1
<b>Display Devices</b>		
Ascending electro-mechanical projection screen		1
21.5" Touchscreen monitor, 1920x1080 native resolution		4
Touch monitor tilting mount		4
21.5" monitor, 1920x1080 native resolution		1
55" LED backlit LCD display w/built-in speakers - 1920x1080 native resolution		1
Mobile display cart		1
DLP video projector WUXGA (1920x1200) resolution		1
Lens for video projector		1
<b>Sound Reinforcement System</b>		
Cardioid condenser gooseneck microphone and mounting accessories		6
Encrypted wireless microphone bodypack transmitter/receiver system		4
Cardioid lavaliere microphone		4
Surface boundary microphone		1
12 Slot cardframe master processor and Colbranet for DSP system	Owner standard is Biamp	As Required
2 Channel Mic/Line level input DSP card	Owner standard is Biamp	As Required
2 Channel Mic/Line level w/AEC input DSP card	Owner standard is Biamp	As Required
2 Channel Line level output DSP card	Owner standard is Biamp	As Required
2 Channel power amplifier output DSP card	Owner standard is Biamp	As Required
2 Channel telephone interface DSP card	Owner standard is Biamp	As Required
Digitally steerable line array, provide with control/mounting accessories	Such as Tannoy Q-flex series	1
Tabletop loudspeaker		6
Full range surface mount loudspeaker		1
<b>Audiovisual Transport / Processing</b>		
Digital media matrix switcher (I/O as required)	Owner Standard - Extron / Crestron	1
Digital media input and output cards for matrix switcher	Owner Standard - Extron / Crestron	As Required
Digital media receiver/controller/scaler	Owner Standard - Extron / Crestron	As Required
Digital media transmitter (form factor as required)	Owner Standard - Extron / Crestron	As Required
Digital video annotation processor		1
USB Extender transmitter/ receiver		4
2 Input x 1 Output local switcher provide will local control switch		3
<b>Control System</b>		

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

12

Control system processor		1
Control system touch panel - 10"		1
<b>Rack, Panels, Misc.</b>		
Presenter lectern, custom fabricated		1
Installation materials including: - Rack panels, vents, mounts, shelves, other equipment rack materials as needed - Cable, terminations, cable dressing, labels, ties		1

C. Videoconference Add-Alternate

Item / Description	Notes to Contractor	Unit Qty
Tabletop HD camera		3
HD videoconference codec		1
Digital media input and output cards for matrix switcher	Owner Standard - Extron / Crestron	As Required
Digital media receiver/controller/scaler	Owner Standard - Extron / Crestron	As Required
Digital media transmitter (form factor as required)	Owner Standard - Extron / Crestron	As Required
2 Channel Mic/Line level input DSP card	Owner standard is Biamp	As Required
2 Channel Mic/Line level w/AEC input DSP card	Owner standard is Biamp	As Required
2 Channel Line level output DSP card	Owner standard is Biamp	As Required
Installation materials including: - Cable, terminations, cable dressing, labels, ties, plates		1

D. Press Feed Add-Alternate

Item / Description	Notes to Contractor	Unit Qty
Pan-Tilt-Zoom HD camera provide with mount		1
Pan-Tilt-Zoom camera controller		1
2 Channel Line level output DSP card	Owner standard is Biamp	As Required
1 Flat panel display and wall mount		1
Installation materials including: - Cable, terminations, cable dressing, labels, ties, plates		1

PART 3 - RFP RESPONSE

3.1 GENERAL

A. Intention to Bid

1. Bidders must indicate their intention to bid prior to the Bidder Pre-Bid Meeting as directed in the RFP.

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

- B. Pre-Bid Meeting
    - 1. All Bidders must attend a Pre-Bid Meeting.
  - C. Request for Information
    - 1. All requests for information shall be communicated by the means indicated in the RFP. Verbal requests for information shall be permitted during the Pre-Bid Meeting or by the question due date. All Bidder questions and responses to Bidder questions shall be in the form of Addenda to the RFP and shall be made public to all Bidders.
  - D. Submission
    - 1. All bids must be submitted according to the means described in the RFP.
  - E. Post-Bid Interview
    - 1. Upon receipt of RFP responses, the Owner may request the Bidder(s) participate in a Post-Bid Interview at the Owner's location.
- 3.2 RESPONSE FORMAT
- A. Responses to the RFP must use the following format:
    - 1. Executive Summary
      - a. Prepare a brief summary of your proposed solution that demonstrates your understanding of the Owner's requirements and your ability to meet them. At minimum, the following should be included:
        - 1). Statement of Understanding of Requirements
        - 2). Overview of Proposed Solution
        - 3). Identification of Key Benefits of Your Proposal
  - B. System Descriptions
    - 1. Provide description of the proposed systems, highlighting features, capabilities, and opportunities for future expansion and performance characteristics. Include selected product literature, cut sheets, and other information for major components as needed to communicate your design intent.
  - C. Bid Summary Form
    - 1. Provide a completed "Bid Summary Form". This document must be signed and dated by a principal or officer of the company.
  - D. Itemized Equipment List w/ Unit Pricing
    - 1. Provide a detailed equipment list showing manufacturer, model number and unit pricing for each item. Also, include any Add or Deduct options for owner consideration in addition to the Add-Alternates listed herein.
  - E. Bidder's Qualifications
    - 1. The Owner seeks to select a contractor that has demonstrated past successes on projects of similar size and scope. Each bidder is encouraged to include information demonstrating qualifications, capabilities, and past work. Include listings of at least four references of completed projects of similar size and scope, team members with brief resumes listing certifications and industry training, testing and diagnostic equipment, equipment manufacturer product lines for your firm is authorized to provide service and software packages which will be used to communicate, measure, draw, and/or document the project. Indicate use of subcontractors, if applicable.

F. Sub-Contract Information

1. The Bidder shall indicate any portion of the project for which the Bidder intends to engage a Subcontractor. All work performed by the Subcontractor shall be under the supervision of the AV Contractor and shall be the responsibility of the AV Contractor.

G. RELIABILITY

1. General: The systems shall be designed to provide professional quality operation over a period of several years without the need for continual maintenance. Equipment that has a high failure rate is not acceptable for installation as part of the systems.
2. Warranty: The Bidder shall make known, in writing, at time of Bid any exceptions that might exist between conditions described herein and Bidders policy of warranty. After acceptance of bid, all conditions and requirements of warranty described herein shall apply.
  - a. The Contractor shall guarantee all equipment, materials, and labor for a period of 1 year from the date of final acceptance.
  - b. Bidders shall maintain permanent fabrication, service and support facilities within (225) miles of the Project site during the Work and Warranty period.
  - c. During the warranty period, within 24 hours of notification, the Contractor shall answer all service calls and requests for information.
  - d. During the warranty period, within 96 hours of original notification, the Contractor shall provide emergency service to restore operation of the system, replacing defective materials, repairing faulty workmanship, making temporary repairs, and providing loaner equipment as necessary, all at no charge.
  - e. The Contractor shall notify the Owner before any service call whether such call is or is not covered under warranty. The Owner may be billed for non-warranty calls at rate provided in their proposal. The Contractor shall notify the Owner of any service call or work to be performed for which charges may be incurred before such work commences.
  - f. Improper functioning, for warranty purposes, means failure of the system to meet the intentions of the specification because of internal defects. It does not include Owner caused malfunctions such as re-adjustment of the controls, re-tuning of the system, or injury to the system beyond normal wear. Nor does the warranty cover paint, exterior finishes, fuses or associated labor, unless the damage or failure results from defective materials or workmanship covered by the warranty.
  - g. The Contractor shall take such actions at the time of installation to insure that all equipment is installed in accordance with the manufacturer recommended environmental and electrical operating conditions and requirements. After installation, the Contractor shall be responsible for the repair or replacement of said equipment that the Contractor installs which fails due to environmental or electrical conditions, even if not covered by the manufacturer's warranty. The Contractor shall not be held responsible for damages due to changes in environmental conditions, which occur after system acceptance.
  - h. Unless otherwise directed, the Contractor shall activate all manufacturer warranties in the Owner's name. The start date of the warranties shall be the date of final acceptance.
  - i. If the Contractor has modified certain components, the manufacturer warranty may be void. In this case, the Contractor is responsible for providing warranty coverage equal to that of the manufacturer.
  - j. Certain subsystems and system components may require installation by authorized representatives in order for the complete manufacturer warranty to apply. If this pertains to any subsystem or component for this project, it is the Contractor's

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

15

responsibility to make arrangements for the complete manufacturer warranty to apply. These arrangements are to be at no additional cost to the Owner.

- k. As part of the Bid Response, the Contractor shall provide the Owner with a proposal to extend the Warranty to cover Year 2, Year 3, and Year 4 of operation. These offerings are to include all parts and all labor; all conditions and restrictions listed above apply.

H. Terms and Conditions

1. Provide details of any contract terms, conditions, exceptions, or deviations. Classify your responses as either a "best and final" price or an allowance with the final price to be negotiated after the final system design is completed.
2. Terms and Conditions for Boone County Courthouse will be covered in a separate document.

PART 4 - PROJECT CLOSEOUT

4.1 DOCUMENTATION

- A. Upon completion of the work, the Contractor shall condense all infrastructure drawings, signal flow drawings, equipment manuals and Shop Drawings into a single "As Built" document set. Any markings or deviations, which cannot be made clear on drawings, shall be accompanied by attached documentation, photos, or written addenda. The Contractor shall be prepared to deliver two copies of the "As-Built" documentation at the time of "Final Testing" to be submitted to the Owner. A third copy is to be kept and maintained by the Contractor to facilitate service of the system. The submittal may be via CD-ROM(s) and/or three-ring binders.
- B. Each "As-Built" document set shall be comprised, at minimum of:
  1. A listing of the Owner, Consultant, and Contractor on all documentation, including drawings, binder cover, binder spine, CD label and so on.
  2. A listing of each supplied item with manufacturer, model number and serial number.
  3. Operator's manuals for each piece of equipment supplied by the Contractor.
  4. A complete set of as-built drawings. The drawings shall be D-size, folded and inserted into plastic sleeves within a binder.

4.2 SOFTWARE DOCUMENTATION

- A. Where custom software is developed as part of this project, the system source code and any associated related files, referenced files, and development software (and related documentation and license) used to compile, develop, and build, etc. the executable code must be provided to the Owner only. The source code should be well documented in accordance with industry software engineering practices.
- B. The software developer shall retain intellectual property rights; the Owner shall have a license for perpetuity for use as it applies solely to this project, including the right to modify/enhance. The software code may not be sold or used, in part or in whole, in any other project or application other than that intended by this RFP, in part or in whole, by the Owner or any other party. If a Subcontractor is used to write the software, the Contractor shall include, as part of the "As-Built" documentation submittal, a signed letter on Subcontractor letterhead, granting the Owner ownership, use, and modification rights of the code and documentation as defined herein.

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group. [www.TheSextantGroup.com](http://www.TheSextantGroup.com)

16

4.3 TRAINING

- A. The Contractor shall provide a total of sixteen (16) hours of on-site training for the Owner's staff at a time that is mutually agreeable for the Owner and Contractor. The Contractor should anticipate four sessions of four (4) hours each.

4.4 SYSTEM ACCEPTANCE

- A. Upon successful completion of Final Tests, Documentation and Training, the Contractor shall notify the Owner and Consultant, in writing, that the system is complete. The Owner shall have fifteen (15) days to generate a "punch list" of omissions, adjustments, corrections and the like and respond in writing to the Contractor. In the absence of such a "Punch List", the system shall be considered to be complete. The warranty shall commence on the fifteenth day after the Contractor's notification of completion of work, and the Owner shall process final payment. In the event that further work is required to complete this project, the Contractor shall be prepared to continue work, without additional compensation, until the system is accepted.

4.5 ARCHITECTURAL DRAWINGS

- A. Architectural Drawings have been attached to assist the Bidder in preparing their bid. It shall be the responsibility of the Bidder to field verify all site conditions.

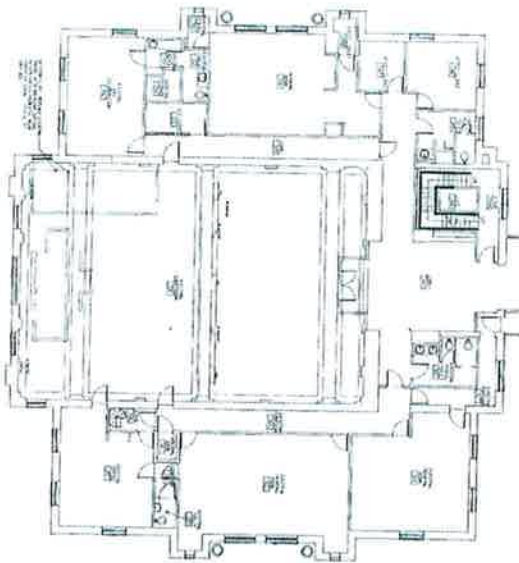
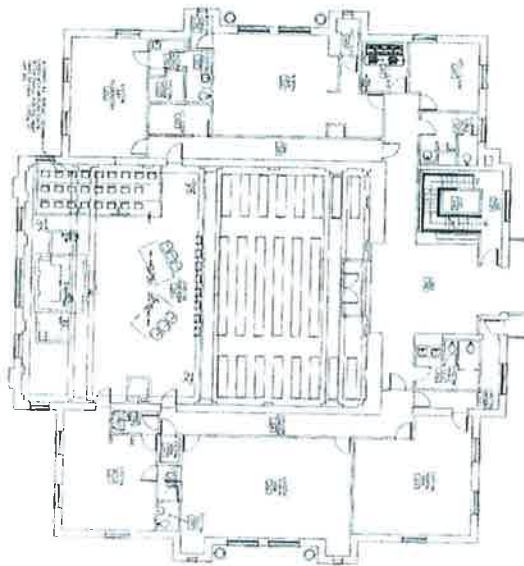
END OF RFP

REQUEST FOR PROPOSAL: AUDIOVISUAL SYSTEMS

This document is the property of The Sextant Group, Inc. The Boone County Courthouse and its authorized representatives are hereby granted the use of this document for the specific project defined herein. This document may not be reproduced, in part or in whole, for any other use or for any other project without written consent of The Sextant Group.

17

[www.TheSextantGroup.com](http://www.TheSextantGroup.com)



<p>DATE 01-29-2008</p>	<p>AUDIO/VISIO SYSTEM DESIGN THIRTEENTH JUDICIAL CIRCUIT COURT, COLUMBIA, MO BY: JOHN K. HARRIS, P.E. COLUMBIA, MO 65201</p>	<p><b>THEER &amp; ASSOCIATES</b> Consultants In Acoustic Technologies 8978 "J" Street Omaha, NE 68127 402-597-2818</p>	<p>BOONE COUNTY COURTHOUSE EXPANSION THIRTEENTH JUDICIAL CIRCUIT COURT 705 EAST WALNUT COLUMBIA, MO 65201</p>	<p>SHEET AV22</p>
----------------------------	--	--	---	-----------------------



# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 19

Section 010  
BOONE COUNTY

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

Original Signed by

Carla Buschjost, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2012

Last Date Objections May Be Filed: April 9, 2012

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/12		\$31.28	55	60	\$19.51
Boilermaker	1/13		\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	7/12		\$28.20	59	7	\$14.83
Carpenter	7/12		\$24.09	60	15	\$13.65
Cement Mason	7/12		\$25.73	9	3	\$10.70
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction/Lineman)	9/12		\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator	9/12		\$33.59	43	45	\$5.00 + 37.5%
Groundman	9/12		\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$30.42	28	-7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I	8/12		\$26.16	86	66	\$22.60
Group II	8/12		\$26.16	86	66	\$22.60
Group III	8/12		\$24.91	86	66	\$22.60
Group III-A	8/12		\$26.16	86	66	\$22.60
Group IV	8/12		\$23.93	86	66	\$22.60
Group V	8/12		\$26.86	86	66	\$22.60
Pipe Fitter	8/12	b	\$34.25	91	69	\$25.03
Glazier	2/13	c	\$26.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Leather						USE CARPENTER RATE
Linoleum Layer and Cutter						USE CARPENTER RATE
Marble Mason			\$20.62	124	74	\$12.68
Milwright	7/12		\$25.09	60	15	\$13.65
Ironworker	8/12		\$27.81	11	8	\$21.04
Painter	7/12		\$21.95	18	7	\$11.42
Plasterer	7/12		\$24.54	94	5	\$12.39
Plumber	8/12	b	\$34.25	91	69	\$25.03
Pile Driver	7/12		\$25.09	60	15	\$13.65
Roofer \ Waterproofer	2/13		\$28.05	12	4	\$13.59
Sheet Metal Worker	7/12		\$29.35	40	23	\$14.64
Sprinkler Fitter - Fire Protection	12/12		\$30.52	33	19	\$17.95
Terazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.82	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase



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

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

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

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

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

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

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

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

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

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

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

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

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

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**REPLACEMENT PAGE  
BOONE COUNTY**

**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**REPLACEMENT PAGE  
BOONE COUNTY**

**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

**NO. 66:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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

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

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

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

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

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



**BOONE COUNTY  
HOLIDAY SCHEDULE - BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

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

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

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

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

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

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

**NO. 45:** All work performed on New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	7/12	\$29.52	7	16	\$13.50
Millwright	7/12	\$29.52	7	16	\$13.50
Pile Driver	7/12	\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction) Lineman		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer	1/13	\$23.19	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer	1/13	\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	8/12	\$25.24	21	5	\$22.50
Group II	8/12	\$24.89	21	5	\$22.50
Group III	8/12	\$24.69	21	5	\$22.50
Group IV	8/12	\$21.04	21	5	\$22.50
Crane-Operator	8/12	\$21.04	21	5	\$22.50
Laborer					
General Laborer	7/12	\$25.81	2	4	\$11.52
Skilled Laborer	7/12	\$26.41	2	4	\$11.52
Truck Driver-Teamster					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$28.415	28	27	\$9.045

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.

For additional information regarding the application of the Lineman Tree Trimmer and the Groundman Tree Trimmer subcategories of the occupational title of Electrician (Outside-Line Construction) Lineman, see the Labor and Industrial Relations Commission Order of June 21, 2012, in the Matter of Objection Nos. 122-237.

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

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

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

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

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

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

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

**NO. 26:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**REPLACEMENT PAGE  
BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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