

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL

FOR

LOGGING AND RECORDING SYSTEM FOR PUBLIC SAFETY JOINT
COMMUNICATIONS

RFP #19-15JUL14

Release Date: June 10, 2014

Submittal Deadline:

July 15, 2014

not later than 1:30 P.M. central time

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

Melinda Bobbitt, CPPO, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposal for the following:

PROPOSAL #: *19-15JUL14– Logging and Recording System for Public Safety Joint Communications*

Sealed proposals will be accepted until **1:30 p.m. on July 15, 2014**, in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

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.

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

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Insertion: **June 10, 2014**
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 Thursday, July 15, 2014,** to:

Boone County Purchasing Department
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
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) Respondents must **submit one (1) original and ten (10) copies of the proposal (total of eleven [11]).** Proposals will be opened publicly, but only names of Respondents 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, 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 a **Logging and Recording System for Public Safety Joint Communications** 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) Statement of Respondent's Qualifications
- 13) Anti-Collusion Statement
- 14) Affidavit Compliance with the Prevailing Wage Law (only returned from awarded Contractor at project completion)
- 15) Affidavit of Compliance with OSHA (only returned by awarded Contractor at project completion)
- 16) *Sample* Contract Agreement (only returned from awarded Contractor)
- 17) *Sample* Performance Bond (only returned from awarded Contractor)
- 18) *Sample* Labor & Material Payment Bond (only returned from awarded Contractor)
- 19) "No Bid" Response Form
- 20) Annual Wage Order #20

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., Tuesday, July 1, 2014**. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPO, 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 (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Melinda Bobbitt, CPPO, 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

- 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. Bonds

- 2.3.1. **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.

- 2.3.2. **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 Respondent shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Respondent shall excuse the Respondent or entitle the Respondent to a return of the deposit or Bid Bond.

2.4. 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.

- 2.5. **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.

- 2.5.1. 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.

- 2.5.2. **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.
- 2.5.3. **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.
- 2.5.4. **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.
- 2.5.5. **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.
- 2.5.6. **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.
- 2.6. **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.

2.7. Criminal Background Check - Boone County/PSJC (9-1-1) reserves the right to approve individuals who will be working on this project. Individual employees will be expected to execute appropriate releases to authorize criminal background checks. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County/PSJC (9-1-1), shall not be permitted to work on the project

2.8. Billing and Payment: All invoices must be submitted to **Boone County Auditor** 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.

2.9. Designee: Boone County Commission. Invoices to Boone County Auditor, Attention Jason Gibson, 805 E. Walnut, Room 304, Columbia, MO 65201

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

2.10.1.	June 10, 2014	Release of RFP
2.10.2.	June 10, 2014	Advertisement of RFP
2.10.3.	July 1, 2014, 5:00 p.m.	Deadline for submitting questions
2.10.4.	July 15, 2014, 1:30 p.m.	Proposal due date and time
2.10.5.	July 15 – September 15, 2014	RFP Evaluation
2.10.6.	September 15, 2014	Contract Award
2.10.7.	October 15, 2014	Notice to Proceed
2.10.8.	December 31, 2014	Completion/Full Acceptance Date



3. SCOPE OF SERVICES

3.1. Background:

Boone County, Missouri, (County) intends to procure a digital multimedia logging recorder system with optional add-ons (e.g., Quality Assurance [QA], Computer Aided Dispatch [CAD] integration, Analytics, and Shared Services). The system shall include the ability to capture and archive telephone, multimedia and radio communications. The County understands that this is a complex undertaking and seeks Respondents that are capable of providing a cost-effective and scalable system.

The County desires to procure and install a system that addresses the immediate needs at the County's Public Safety Joint Communications (PSJC) Department and also provides inherent flexibility for future expansion and relocation to the new Boone County Emergency Operations Center (EOC) /Public Safety Answering Point (PSAP) facility in late 2015. Respondents shall provide necessary services for installation of the new equipment, and removal of decommissioned logging recorder equipment at Boone County's PSJC at 17 N. 7th Street, Columbia, MO.

3.2. Scope of Services:

The digital multimedia logging recorder system shall include at a minimum the below listed features. Respondents shall identify whether the proposed system complies with each requirement and explain the compliance in a narrative. In order to demonstrate total system knowledge and an understanding of requirements, Respondents shall submit a bid package. This package shall include a paragraph-by-paragraph response for all sections. The responses are limited to: understood and comply, clarification, or exception.

Respondents are required to have been in the business at least two (2) years and must provide five (5) references from clients whose systems were installed within the past five (5) years.

3.2.1. System Design and Architecture

- 3.2.1.1. The proposed system shall be of open architecture; all hardware parts, assemblies, and components contained in the recorder must be non-proprietary, available commercially off the shelf (COTS) from major manufacturers. (Provide a list of all recorder components.)
- 3.2.1.2. The proposed system shall employ a fully-redundant hard disk drive (HDD) using a Redundant Array of Independent Disks (RAID) or equivalent capability. Respondents shall describe in detail how redundancy is achieved, including the level of RAID proposed (or other method).
- 3.2.1.3. The proposed system shall contain "hot-swappable" hard disk drives with at least one spare hot-swappable drive included.

- 3.2.1.4. The proposed system shall support between 100 to 130 channels¹ capable of logging a combination of analog and digital communications, multimedia data (i.e., text, pictures, video), TTY Baudot, American *Standard Code for Information Interchange* (ASCII), data associated with Radio over Internet Protocol (RoIP) and i3 formats (when standardized by NENA). While the desire is for logging to be contained within a single chassis, the County also wishes to ensure recordings are not lost at the existing center or the new center when that transition occurs. As such the respondent shall describe how they will ensure the integrity of logging at both locations, while meeting the desire of a single chassis solution at the new facility.
- 3.2.1.5. The proposed system shall be capable of simultaneous recording on multiple channels and shall monitor/playback on an unlimited number of remote workstations without loss of data or deterioration to the rest of the system processes.
- 3.2.1.6. The proposed system shall support conventional APCO Project 25 (P25) radio systems, recording Base Station Traffic on an Open Systems Interconnection (OSI) Layer 3 level P25 Common Air Interface (CAI) recording of channel, radio identification (ID), and emergency alert information. Respondent shall describe the capability to log Motorola Data Communications (MDC) 1200 data.
- 3.2.1.7. The proposed system shall utilize a non-proprietary, Open Database Connectivity (ODBC)-compliant database for centralized management of all recorded communications.
- 3.2.1.8. The proposed system shall protect original loggings and recordings and provide verifiable digital watermarking.
- 3.2.1.9. The proposed system shall support Network Time Protocol (NTP) and keep track of time and date, even when there is no recording taking place. It shall provide automatic compensation for daylight saving time.
- 3.2.1.10. The proposed system shall be able to run on a variety of mission-critical enterprise servers, configurable with multiple degrees of redundancy, up to a completely redundant configuration with no single point of failure.
- 3.2.1.11. The proposed system shall support on-line monitoring locally via maintenance and administration terminals, as well as a Web-based interface.
- 3.2.1.12. The proposed system shall meet an uptime of 99.999 percent or better. Respondents must describe any scheduled maintenance or upgrades that would require the proposed system to be taken out of service. Respondents must describe how service packs, security patches, and other software updates are applied to prevent downtime
- 3.2.1.13. The proposed system shall be configured into a fully redundant design and be certified to Part 15, Subpart "J" and, as applicable, Part 68 of the Federal Communications Commission (FCC) rules for Class "A" computing devices.
- 3.2.1.14. The proposed system shall be able to operate in ambient temperatures ranging between 40° F and 95° F, with relative humidity ranging from 10 percent to 95 percent.

¹ For the purpose of this RFP the term "channel" shall include individual communications sessions for IP recording

- 3.2.1.15. The proposed system shall have all termination points, jacks, patch panels, and cables labeled. Labeling schemes shall be approved by PSJC staff prior to installation.
- 3.2.1.16. The proposed system will be powered through a County-provided uninterruptible power supply (UPS). Respondents shall provide detailed estimates of the kilovolt-ampere (kVA) load.
- 3.2.1.17. The proposed system shall support recording and playback of interim Short Message Service (SMS) text-to-9-1-1 as described in J-STD-110, Joint ATIS/TIA Native SMS to 9-1-1 Requirements and Architecture Specification.
- 3.2.1.18. The proposed system shall provide complete integration with the automatic number identification/automatic location information (ANI/ALI) controller that provides service to PSJC and be capable of recording the ANI/ALI associated with the 9-1-1 call.
- 3.2.1.19. The proposed system shall support screen capture.

3.2.2. Installation, Warranty and Repair

- 3.2.2.1. The proposed system shall include a maintenance program that incorporates software updates and upgrades at no additional charge, with pricing shown for annual payments for five (5) years after the warranty period expiration.
- 3.2.2.2. The proposed system's equipment shall be warranted for a period of one (1) year from the date of acceptance for operation (substantial completion) by the County or County's Representatives. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any equipment should fail during the warranty period, it shall be replaced and the proposed system restored to service at no expense to the Owner.
- 3.2.2.3. The successful Respondent shall deliver to the Owner or Owner's Representatives, prior to final acceptance for operation of any item of equipment, the manufacturer's written warranty as outlined above. The manufacturer's warranty period shall run concurrently with the Owner's warranty. The successful Respondent shall be responsible for obtaining equipment warranties from each of the respective suppliers or manufacturers for the equipment specified. Manufacturer equipment warranties shall be transferred to the Owner.
- 3.2.2.4. The manufacturer of the proposed logging recorder system shall support the system, and maintain complete stock of all repair components for the system, for a period of not less than six (6) years after initial delivery. These parts shall be available for same-day shipment, on an expedited basis, 24 hours a day, 365 days a year, including weekends and holidays. The successful Respondent shall provide a letter from the manufacturer in writing that details this requirement and condition as part of the award of the contract.
- 3.2.2.5. Respondents shall describe their remote support and on-site support plan including cost of each. It is expected that support will be provided 24 hours per day, 7 days per week. Pricing options shall be provided for on-site support with response time maximums of 2 and 4 hours.

- 3.2.2.6. Respondents shall provide a cost estimate to relocate the installed system to the new Boone County PSJC during fourth quarter of 2015. The move to the new facility will require logging and recording to be active at both the old and new PSAP for an as yet to be defined period of transition.
- 3.2.2.7. The successful Respondent shall provide the County with an Acceptance Test Plan that aligns with and meets all agreed upon system specifications.

3.2.3. **Display**

- 3.2.3.1. The proposed system shall provide graphical representation (heat maps or similar format) of user-selected recordings in blocks, for rapid insight into call volumes and types of calls being handled by various personnel. Heat maps shall be customizable and interactive to allow for filtering and drilling into layers of data.
- 3.2.3.2. The proposed system shall allow users to select specific reports (and their format) to be automatically presented on the homepage upon login.

3.2.4. **Web-based Interface**

- 3.2.4.1. The proposed system shall provide a secure Web-based interface to allow for access to user functions such as search and playback of calls, quality evaluations, and system administration functions.
- 3.2.4.2. The proposed system's Web-based interface shall enable each authorized user to customize and personalize their own homepage with reports, shortcuts and personalized "to-do" lists to quickly access information that meets their specific needs. For improved efficiency and convenience, personalization also can be done centrally and then "pushed out" to other employees.
- 3.2.4.3. The proposed system shall offer remote Web access to authorized users via a secure virtual private network (VPN) connection. The proposed system shall log all user activities within the system into an audit log that is searchable and presentable in a report.

3.2.5. **Storage and Archiving**

- 3.2.5.1. The proposed system shall provide storage sufficient to retain all recording for one (1) year plus 25 % growth. Respondent shall describe the:
 - 3.2.5.1.1. Maximum number of 9-1-1 lines, 10-digit phone lines, and radio channels the unit can support
 - 3.2.5.1.2. Methods by which recordings and data can be exported, including accepted file formats
 - 3.2.5.1.3. Maximum number of simultaneous recorders supported
 - 3.2.5.1.4. The codecs used to compress audio prior to storage and the associated bit rate
 - 3.2.5.1.5. Multimedia formats that are available and the impact each would have on recording capability, including how many hours of H.264 video the proposed system can store
 - 3.2.5.1.6. Data recall functionality and how data is presented and correlated to individual communications sessions

- 3.2.5.2. The proposed system shall allow for playback off the current recording media without interruption of the recording process, regardless of the system's mode of operation.
- 3.2.5.3. The proposed system shall allow for automated storage of different types of recordings for different periods of time, based on a pre-defined set of call attributes or other user-defined parameters
- 3.2.5.4. The proposed system shall be capable of archiving independently—on standard, non-proprietary Local Area Network (LAN) attached storage devices—for instant access and transfer onto removable media (such as DVD) for long-term storage.

3.2.6. **Reporting**

- 3.2.6.1. The proposed system shall provide a standard reporting package at no extra charge with built-in, predefined and customizable reports, including summaries per channel, per archive media, and system configuration summaries.
- 3.2.6.2. The proposed system shall allow the administrator to schedule reports for automated runs and delivery by email to selected users.
- 3.2.6.3. The proposed system shall be able to recommend which reports are suitable for scheduled runs during off-peak hours based on the size of these reports, in order to conserve system resources.
- 3.2.6.4. The proposed system shall be able to present a report that shows all scheduled report runs and their status.
- 3.2.6.5. The proposed system shall provide an interface for custom, ad-hoc reporting, both tabular and graphical, with links directly to playback of recordings.
- 3.2.6.6. The standard reporting package must include real-time notifications of abnormal call statistics or events (i.e., events that occur beyond a user-defined threshold).
- 3.2.6.7. The proposed system shall provide a graphical report that displays and organizes flagged recordings according to their type, as determined by the color and shape of a flag. The types and selection of graphical flags must be customizable.
 - 3.2.6.7.1. This graphical report must provide immediate access to recordings for playback right from the report, simply by clicking on any recording that is presented in the report.
- 3.2.6.8. The proposed system's performance shall not be affected or interrupted when performing queries or running reports.

3.2.7. **Search and Playback**

- 3.2.7.1. The proposed system shall be capable of continuous logging and recording on all channels during replay. The replay function must not affect the recording performance.
- 3.2.7.2. The proposed system shall allow users to display the search-and-playback interface right after login, with no additional system navigation required.

- 3.2.7.3. The proposed system shall require a secure login to access logging data and playback recordings.
- 3.2.7.4. The proposed system shall allow search and playback from an unlimited number of remote workstations.
 - 3.2.7.4.1. Each workstation shall playback events with running elapsed time and recorded time indicators, and display information via a user friendly graphical timeline view
 - 3.2.7.4.2. It must be possible to easily select single or multiple calls for playback in a media player window
- 3.2.7.5. The proposed system shall provide a geographical map view of all selected recordings, based on their location information.
- 3.2.7.6. The proposed system shall have the capability to select only a section of a call (or call group) for repeated loop playback, via simple drag-and-drop interface.
- 3.2.7.7. The proposed system shall allow the user to selectively mute individual recordings during multi-call / multi-channel playback of overlapping recordings.
- 3.2.7.8. The proposed system shall depict the incident events graphically along the media player's timeline, for one or more recordings played back in a group.
- 3.2.7.9. The proposed system's interface shall allow for the presentation and playback of multi-call incidents:
 - 3.2.7.9.1. In real-time, as they occurred, where some call recordings may overlap with others along the timeline and;
 - 3.2.7.9.2. In sequence, where the multiple calls are played back in a chain without overlapping and without playing silence between calls
- 3.2.7.10. The proposed system shall allow each user to define custom searches, label them with custom names and save them for future use associated with that user's login and password data; this capability automatically shall be available to the user upon login.
- 3.2.7.11. The proposed system shall allow saved searches to use a combination of fixed and variable parameters, where the system prompts for the variable(s) when such a custom search is run.
- 3.2.7.12. The proposed system shall allow each user to select a custom set of filters that are displayed with search results. These filters must be selectable from any data captured with recordings individually or in any combination (Boolean), and must support wild cards. Examples of logged event criteria include but are not limited to:
 - 3.2.7.12.1. Time
 - 3.2.7.12.2. Date
 - 3.2.7.12.3. Duration of Recorded Message
 - 3.2.7.12.4. Channel ID
 - 3.2.7.12.5. Position or Alias
 - 3.2.7.12.6. Condition Code (Incoming or Outgoing)

- 3.2.7.12.7. Dialed Number
 - 3.2.7.12.8. Calling Number
 - 3.2.7.12.9. Annotation (Comments added during call)
 - 3.2.7.12.10. Caller ID
 - 3.2.7.12.11. Automatic Number Identification (ANI) /
Automatic Location Identification (ALI) Data
 - 3.2.7.12.12. Telecommunicator ID
- 3.2.7.13. The proposed system shall allow the user to combine any number of search criteria elements into one search function, in order to provide a complex system-wide searching capability.
 - 3.2.7.14. The proposed system shall include fast streaming media technology for high-speed access to recordings and playback within the media player.
 - 3.2.7.15. The proposed system shall have an interface for importing and saving photos, videos and documents for correlation at various time points within specific recordings as additional types of evidence. The system must automatically track the date, time and user ID associated with each import.
 - 3.2.7.16. The proposed system shall allow for activation of spoken time announcements, to be associated and exportable with specific recordings.
 - 3.2.7.17. The proposed system shall allow authorized users to create and send email messages, with the desired recording either attached or provided as a link (authentication into the system must be required for starting playback).
 - 3.2.7.18. The proposed system shall allow the user to password protect a recording when it is exported as a file.
 - 3.2.7.19. The proposed system shall offer two options for emailing recordings as files.
 - 3.2.7.19.1. A combination of recorded call or multi-call interaction, along with a self-contained media player for both playback convenience and protection of the recordings from tampering
 - 3.2.7.19.2. Export of actual .wav files representing unaltered/uncompressed recordings
 - 3.2.7.20. The proposed system shall permit the tagging of calls or groups of calls, even while the call is still in progress, from remote workstations with color flags, custom icons and alphanumeric information of unlimited length.
 - 3.2.7.20.1. Tagging of calls in progress must allow for marking recordings in progress for retention or deletion by authorized users, such as non-emergency call processing personnel in admin offices.
 - 3.2.7.21. The proposed system shall allow the user to easily group and associate related recordings, as needed, either manually or via an automated process where recordings are organized into groups by a common parameter.

- 3.2.7.22. The proposed system shall allow the user to search via a query or series of queries (user-selected filters) to the central call database through a simple and secure browser-based interface, and allow for prompt retrieval of all calls that fit the specified criteria.
- 3.2.7.23. The proposed system shall have no requirement for downloading any proprietary application onto any employee's workstations in order for these users to have access to the recordings for playback, reporting, and other user functions of a recording system.

3.2.8. **Instant Recall and Live Monitoring**

- 3.2.8.1. The proposed system shall include an instant recall system, available within the browser-based interface, which will allow for custom configuration of the amount of recent recordings available for playback.
 - 3.2.8.1.1. It must be possible to configure the system to allow each telecommunicator to access only their own recordings or only the recordings associated with a specific workstation or position. Approved supervisors shall have instant access to all recordings
 - 3.2.8.1.2. The instant recall interface must include quick filters and sort options for any data presented with recordings.
- 3.2.8.2. The proposed system shall include access to live monitoring on the same screen (such as in a split-screen interface) for fast, convenient access to current and most recent calls.
- 3.2.8.3. The proposed system, regardless of whether it is a live monitor and/or instant recall interface, shall be able to show a graphical map of current activity on all channels.
 - 3.2.8.3.1. The interface must be able to show current channel activity in real-time by channel name, as well as by call taker or dispatcher being recorded.
- 3.2.8.4. The proposed system shall allow the user to start live monitoring of any call in progress directly from the graphical map of current channel or call taker/dispatcher activity.
- 3.2.8.5. It is desirable that the proposed system allow the user to access live monitoring via tablet pc.
- 3.2.8.6. The proposed system shall allow live monitoring of screen activity.

3.2.9. **Scenario Recreation**

- 3.2.9.1. The proposed system shall offer the ability to select and display an unlimited number of call recordings from an unlimited number of channels, for any applicable time period, associated with a single incident or event scenario.
 - 3.2.9.1.1. It shall be possible to have the recordings automatically grouped when tagged with the same Case ID via CAD integration (assumes CAD interface).
 - 3.2.9.1.2. Authorized users shall be able to filter the recording system's central database, based on the channels/audio points they know to be involved in the incident as well as the timeframe of the incident and other data.

- 3.2.9.1.3. It shall be possible to select and display events on all channels that are thought to be a part of the relative incident, including channels that had no activity.
- 3.2.9.1.4. It shall be possible to refine search results by clicking on graphical visualizations of recordings (i.e., heat maps).
- 3.2.9.1.5. Once all channels, extensions, or Call Taker IDs are selected, the system shall display all activity in a graphical and tabular format.
- 3.2.9.2. The proposed system shall include a graphical interface, which shall provide for visual identification of:
 - 3.2.9.2.1. Channel recording activity
 - 3.2.9.2.2. Event activity as applicable, e.g., the point of time of police dispatch
 - 3.2.9.2.3. Any added elements of evidence related to the scenario, such as photos, videos, notations and documents
- 3.2.9.3. It shall be possible to review screen activity/screen capture of associated positions if those positions were configured for screen recording.

3.2.10. Integrated Redaction of Recordings

- 3.2.10.1. The proposed system shall come with an embedded interface for redaction of audio or video recordings, including the ability to add silence over specific portions of the audio or video files so that the duration of recorded calls is not affected and remains true to the original recording. The system must include the ability to indicate why a recording is being redacted.
- 3.2.10.2. The proposed system shall protect the integrity and authenticity of original recordings. Redacted files must be saved as copies of originals.
 - 3.2.10.2.1. The redacted copy of the audio or video files (recordings) shall be saved within the application and be exportable for playback.

3.2.11. System Security, Diagnostics and Media Management

- 3.2.11.1. The proposed system shall provide multiple levels of security, including access to user-defined groups of call recordings or channels.
- 3.2.11.2. The proposed system shall allow a user with access rights to select any channel for real-time monitoring.
- 3.2.11.3. The proposed system shall be capable of limiting access to HDD storage media to designated senior System Administrator(s) only.
- 3.2.11.4. The proposed system shall allow the designated System Administrator(s) to restrict call-exporting capabilities, including the ability to email or otherwise export calls, on a per-user basis.
- 3.2.11.5. Respondents shall describe how the proposed system integrates with existing credentialing and access controls (i.e., does it use Lightweight Directory Access Protocol (LDAP) and follow central user security settings from Active Directory?).

- 3.2.11.6. Respondents shall describe the system's capability to encrypt the central database and individual recordings, including storage and cost requirements for each.
- 3.2.11.7. The proposed system shall protect the integrity of all recordings and provide for the confirmation of their authenticity via digital watermarking.
- 3.2.11.8. The proposed system's media management function shall be capable of automatically assigning a unique, sequential ID to each recorded interaction.
- 3.2.11.9. The proposed system shall support archiving onto dual removable media, in order to extend unattended archiving.
- 3.2.11.10. The proposed system shall include a selectable alarm with conditions related to recording into removable media (e.g., DVD). These conditions must include the following: media nearly full (it must be possible to preset a desired percentage of space full for this alarm to occur); full; media write error; and no media.
- 3.2.11.11. The proposed system shall have user alarms that are configurable by the software. The system must be capable of generating multiple alarms—including visual, audible, smart phone, Simple Network Management Protocol (SNMP) and email—to assigned personnel. It must be possible to route alarms pertaining to different alarm conditions to different recipients.
- 3.2.11.12. The proposed system shall include built-in diagnostic software that automatically will monitor the status of the equipment and initiate audible, visual and network-based alarms in the event of any failure or disruption of the operation, recording, or archiving processes.
- 3.2.11.13. The proposed system shall provide an audit log that tracks and presents information about alerts, errors and activity of all users within the system. This information must be presentable in a user-configurable report.
- 3.2.11.14. The proposed system shall be capable of flagging data to prevent automatic deletion when it is due to expire.
- 3.2.11.15. The proposed system shall restrict remote access to authorized personnel as allowed by the County's administrator function.
- 3.2.11.16. The proposed system shall allow the user to select a single recording, or a group of recordings, and run an audit to identify playback or export activity by any users who accessed them.
- 3.2.11.17. The proposed system shall provide a channel inactivity alert, which will notify the user if a channel is inactive (not reporting audio) for a user-defined period of time.

3.2.12. **User Training**

- 3.2.12.1.1. Respondents shall include end user training in their proposal.
- 3.2.12.1.2. Each class will be conducted onsite at the PSJC at a date and time approved by the County.

- 3.2.12.1.3. All training material and course presentations must be approved by the County prior to the actual training of PSJC personnel.
- 3.2.12.1.3.1. The successful Respondent shall provide hard and soft copies of logging recorder end user training documentation and copies of administrative training documentation in electronic format, such as Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf), in addition to a hard copy for each participant.
- 3.2.12.1.3.2. Each workstation must have access to a feature guide that explains the commonly used features, in addition to the quantity of full documentation packages.
- 3.2.12.1.4. Respondents shall list any type of online training available and any cost associated with this training.

3.2.13. Optional – Computer Aided Dispatch (CAD) Interface

- 3.2.13.1. Respondents shall describe their capability to interface to CAD and which CAD systems they have successfully interfaced with in the past five (5) years.
- 3.2.13.2. The proposed system shall allow for association of recorded media with incident numbers, automatically identified from a CAD system display.
- 3.2.13.3. The proposed system shall provide the ability to record screen activity from each position including screens associated with the CAD system. Respondent shall describe any limitations to recording screen activity.
- 3.2.13.4. The proposed system shall associate CAD incident data with appropriate recordings that can be subsequently searched, organized and reported on, based on these attributes.

3.2.14. Optional – Speech and Data Analytics

- 3.2.14.1. Respondents shall describe their capability to provide a speech-and-data analytics module that is accessible via Web browser to authorized users. The module should include:
 - 3.2.14.1.1. User-configurable reporting
 - 3.2.14.1.2. Concept searches to allow for higher accuracy of results than standard systems with keyword-based searches
 - 3.2.14.1.3. Automated categorization based on types of calls, as recognized via speech/data analytics
 - 3.2.14.1.4. Tagging of calls with data from speech analytics, to be used in subsequent searches and for quality evaluation

3.2.15. Optional – Quality Assurance/Evaluation Module

- 3.2.15.1. Respondents shall describe their capability to provide a quality assurance module, including how authorized third-party remote users can access the module to perform quality assurance checks.
- 3.2.15.2. The proposed system shall support objective and impartial form-based scoring.
- 3.2.15.3. The proposed system shall provide for flexibility to create, customize and edit evaluation forms that encompass all facets of media recording, including evaluation of screen recordings without vendor involvement.

3.2.15.4. The proposed system shall be able to automatically and objectively select a predefined number of recordings for evaluation per the following criteria:

- 3.2.15.4.1. Employee
- 3.2.15.4.2. Employee role
- 3.2.15.4.3. Position ID
- 3.2.15.4.4. E9-1-1 Class of Service
- 3.2.15.4.5. Incident type or priority (assumes optional CAD interface)
- 3.2.15.4.6. Shift
- 3.2.15.4.7. Other user-defined characteristics

3.2.15.5. The proposed system evaluation process and interface shall include intuitive GUI buttons, menus, and other convenient scoring tools, including the ability to add comments as needed.

3.2.15.6. The proposed systems evaluation forms shall maintain links to the pertinent recordings, for easy access, training, or export into a stand-alone file.

3.2.15.7. The proposed system shall be able to either email an evaluation, along with the pertinent recording for external agency review, or provide a link that requires the recipient to authenticate into the system to gain access to playback.

3.2.15.8. The proposed system shall allow multiple authorized users to add comments to an evaluation, where the system tracks all comments by users and dates/times.

3.2.16. Optional – Shared System Capabilities

3.2.16.1. Respondents shall address how the proposed system supports multiple agencies sharing a single logger

3.2.16.2. Respondents shall address how individual agency policies, including security policies are managed (i.e. assuring the agency that owns the data controls access to it)

3.2.16.3. Respondents shall address how access to configuration data for a specific agency is controlled and provide suggestions for provisioning and management of agency-specific data.

3.2.16.4. Respondents shall address how the “audit trail” of data access is kept specific to/manageable by the agency who owns the data

3.2.16.5. Respondents shall address how agency specific retention policies are established/maintained, including the ability to prevent automatic deletion of data when it expires.

3.2.16.6. Respondents shall address how to prevent direct access to physical storage and limit this access to an authorized overall system administrator.

3.2.16.7. Respondents shall provide an estimated cost (in today’s dollars) for any hardware/software changes required to accommodate the transition to a shared system environment.

3.2.17. Optional – Future Next Generation 9-1-1 (NG9-1-1) Requirements

- 3.2.17.1. Respondents shall describe how the proposed system will transition to meet NG9-1-1 initiatives as defined by the National Emergency Number Association (NENA) 08-003, “Detailed Functional and Interface Standards for the NENA i3 System v1 (with update to v2 upon release).
- 3.2.17.2. Respondents shall advise whether they actively participated in all phases of the NENA Industry Collaboration Event (ICE) 8 for NG9-1-1 logging and recording.
- 3.2.17.3. Respondents shall advise how the proposed system will support logging and querying of all “LogEvents,” as defined in the current version of NENA i3, and note any exceptions.
- 3.2.17.4. Respondents shall address how the proposed system will transition to record a call that originates via SIP INVITE.
- 3.2.17.5. Respondents shall identify the number of simultaneous IP sessions a single server can record.
- 3.2.17.6. Respondents shall address any future codecs that it plans to use in order to compress audio/video prior to storage, as well as the associated bit rate. The number of hours of G.711 audio the proposed system can store also shall be specified.
- 3.2.17.7. Respondents shall provide an estimated cost (in today’s dollars) for any hardware/software changes required to accommodate the transition to full i3 capabilities.

3.3. Warranty and Guarantee:

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

3.4. 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).

3.4.1. One Year Correction Period who does walkthrough and signs off on it

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.

- 3.5. Manuals:** The Contractor must supply the user documentation/operating manuals necessary to operate the equipment/software provided.
- 3.6. Delivery and Installation:** Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Respondents 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.
- 3.7. 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.
- 3.8. 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.
- 3.8.1. Current prevailing wage order #20 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 .
- 3.9. 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.**
- 3.9.1. 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.
- 3.9.2.** 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.

- 3.9.3. 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.
- 3.10. 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.
- 3.11. 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 sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor 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.
- 3.12. 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.

- 3.13. It is to be clearly understood that the Boone County PSJC 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.
- 3.14. 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.
- 3.15. **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.
- 3.16. **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.
- 3.17. 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 cleanup, 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.
- 3.18. 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.
- 3.19. Report all accidents regardless of how minor to County Representative. Provide detailed incident report for those requiring off site medical treatment.

- 3.20.** Contractor to coordinate all applicable permit inspections as required for the activities included in this work package.
- 3.21.** It is to be understood that PSJC will be in operation during the implementation. Contractor(s) are to provide a “sequencing plan” to insure that no disruption of existing service occurs. No cutover of new service will be allowed without prior consent of the County Representative.
- 3.22.** Identification badges may be issued by the County to all contractor personnel. These badges must be worn at ALL times by contractor personnel to access the work areas and while on the premises.
- 3.23.** The PSJC may be accessed through the front door from 8:00 a.m. to 5:00 p.m. on the scheduled workday for contract personnel and their containers, equipment and tools. PSJC personnel may inspect all containers, equipment and tools that enter PSJC.
- 3.24.** 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
- 3.25.** As part of RFP response, please detail what is included as part of the system installation.
- 3.26.** 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 should begin following the one year from acceptance of substantial completion of project. The maintenance agreement may be renewed by the Purchasing Director for up to an **additional five (5) one-year periods, following the warranty**. 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. **Transient Employers:** Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.
- 4.2.1 The successful Respondent 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 Respondent 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 Respondent 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, deliveries 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. Respondents 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, Respondents should include the **original and ten (10) additional copies**.

a. Respondents shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPO, 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 July 15, 2014**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, Respondents are 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. Respondents are cautioned that it is the Respondent'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. Respondents' failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Respondent whose responses deviate from the outlined specifications may automatically be disqualified.

5.1.1.4. Respondent's Contacts: Respondents 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. Respondents 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. Respondents and their agents who have questions regarding this matter should contact the buyer of record.

5.1.2. **Competitive Negotiation of Proposals:** Respondents are 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 Respondent's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Respondent 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 Respondent 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. Respondent 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 Respondent'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 Respondent's organization are considered subjectively in the evaluation process. Therefore, the Respondents 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. Respondents should provide the following information related to previous and current services/contracts performed by the Respondent's organization (minimum of five references) and any proposed subcontractors which are similar to the requirements of this RFP. At a minimum the Respondent shall include:
 - 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. Respondents 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 Respondent'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. Respondents shall provide a list of qualifications of the Respondent and/or the staff of the Respondent's organization who will be involved in the project. List shall include number of certified technicians and levels of experience on the proposed system and state how many miles they are located from Boone County.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Respondent's distinctive plan for performing the requirements of the RFP. Therefore, Respondents should present a written narrative, which demonstrates the method or manner in which the Respondent proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, systems 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 Respondent'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 Respondent'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, Respondents 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 Respondent'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 Respondent at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Respondent 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:

Respondents 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 Respondent 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 Respondent 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 Respondent to satisfy the purpose of this Request for Proposal.

Any list of equipment is provided for informational purpose. Respondent 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.

Item #	Description	Price
6.1.1.	Base Bid: Logging and Recording System	\$
	Labor to install Base Bid Equipment	\$
	Relocation and installation new building late 2015	\$
	Total: Base Bid Equipment + Labor	\$
6.1.2.	Add-Optional 1: Computer Aided Dispatch (CAD) Interface	\$
	Labor to install Optional 1 Equipment	\$
	Total: Optional 1 Equipment + Labor	\$
6.1.3.	Add-Optional 2: Speech and Data Analytics	\$
	Labor to install Optional 2 Equipment	\$
	Total: Optional 2 Equipment + Labor	\$
6.1.4.	Add-Optional 3: Quality Assurance/Evaluation Module	\$
	Labor to install Optional 3 Equipment	\$
	Total: Optional 3 Equipment + Labor	\$
6.1.5.	Add-Optional 4: Shared System Capabilities	\$
	Labor to install Optional 4 Equipment	\$
	Total: Optional 4 Equipment + Labor	\$
6.1.6.	Add-Optional 5: Future NG 9-1-1 Requirements	\$
	Labor to install Optional 5 Equipment	\$
	Total: Optional 5 Equipment + Labor	\$

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

- a. Year 1 following end of warranty period \$ _____
- b. Year 2 \$ _____
- c. Year 3 \$ _____
- d. Year 4 \$ _____
- e. Year 5 \$ _____

6.2. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed.

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

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

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

6.6. Training shall be provided to Boone County staff within _____ days of installation.

6.7. 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*.

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 Respondent 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.

17. *Fixed Asset Tracking* – Contractor shall send list of equipment described in the resulting contract, with their individual serial numbers to Boone County Purchasing, 613 E. Ash Street, Room 109, Columbia, MO 65201 within thirty (30) days from the date of Purchase Order.

STATEMENT OF RESPONDENT'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)

Item	Purchaser	Amount of Percent Contract Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**AFFIDAVIT OF COMPLIANCE WITH OSHA
 TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
 (FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)
 (Return at Completion of Project)**

County of _____)
)ss
 State of _____)

My name is _____. I am an authorized agent of _____
 _____(Company). I am aware of the requirements for OSHA training set out in
 §292.675 Revised Statutes of Missouri for those working on public works. All requirements of
 said statute have been fully satisfied and there has been no exception to the full and complete
 compliance with said provisions relating to the required OSHA training for all those who
 performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

_____ Date
 Affiant

_____ Printed Name

Subscribed and sworn to before me this ___ day of _____, 20___.

 Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of
 this project to the Department of Labor and Industrial Relations for further action to determine
 compliance with RSMo Sec. 292.675.

“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 19-22MAY14
Logging and Recording System for Public Safety Joint Communications

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 Respondent's Qualifications
- Anti-Collusion Statement
- 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
- Annual Wage Order #20

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 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 communications center in which live operations 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 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.

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 Oblige, hereinafter called
Owner, in the amount of _____ Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

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

BID NUMBER 19-15JUL14
Logging and Recording System for Public Safety Joint Communications
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 Oblige, 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 19-15JUL14
Logging and Recording System for Public Safety Joint Communications
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)



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

“No Bid” Response Form

Melinda Bobbitt, CPPO, 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: 19-15JUL14– Logging and Recording System for Public Safety
Joint Communications**

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 20

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

Robert A. Bedell, Acting Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

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	10/13		\$31.66	55	60	\$20.11
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction/Lineman)	12/13		\$39.69	43	45	\$5.00 + 37.5%
Lineman Operator	12/13		\$34.26	43	45	\$5.00 + 37.5%
Groundman	12/13		\$26.49	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	66	\$23.43
Group II	6/13		\$27.01	86	66	\$23.43
Group III	6/13		\$25.76	86	66	\$23.43
Group III-A	6/13		\$27.01	86	66	\$23.43
Group IV	6/13		\$24.78	86	66	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$25.09	60	15	\$14.45
Ironworker	8/13		\$27.91	11	8	\$22.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$25.09	60	15	\$14.45
Roofer \ Waterproofer	10/13		\$28.05	12	4	\$14.19
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$26.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	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

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

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

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

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

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

**b - All work over \$7 Mil. Total Mech. Contract - \$34.75, Fringes - \$26.28

All work under \$7 Mil. Total Mech. Contract - \$33.41, Fringes - \$20.89

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

**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.

**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 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**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 received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) 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.

**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 at the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

NO. 86: 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.

**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. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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.

NO. 126: 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 \$25.77 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.

**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. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

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	1/14	\$29.92	7	16	\$14.25
Millwright	1/14	\$29.92	7	16	\$14.25
Pile Driver	1/14	\$29.92	7	16	\$14.25
Electrician (Outside-Line Construction)\Lineman)	12/13	\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator	12/13	\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman	12/13	\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oiler-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	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.

**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. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. 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.

**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. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

NO. 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.