

INVITATION FOR BID



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Buyer of Record:
Lisa Graham
Procurement Officer II
Telephone: (573) 526-6611
lisa.graham@doc.mo.gov

IFB 17709009

Ballistic Security Glazed Glass
To Include Installation

FOR

Department of Corrections
South Central Correctional Center

Contract Period:
Date of Award through Six (6) Months

Date of Issue: September 13, 2016
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Bids Must Be Received No Later Than:

2:00 p.m., Thursday, October 13, 2016

SEALED bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: _____
Mailing Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Federal EIN #: _____ State Vendor #: _____
Email: _____
Authorized Signer's Printed Name and Title: _____
Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date

The original cover page, including amendments, should be signed and returned with the bid.

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1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Introduction:

1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase of a ballistic security glazed glass including installation at the Missouri Department of Corrections (hereinafter referred to as "Department") South Central Correctional Center (hereinafter referred to as "SCCC") in accordance with the requirements and provisions stated herein.

1.2 General Information:

1.2.1 Terms and Conditions - It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

- Open Competition
- Preparation of Bids
- Submission of Bids
- Evaluation and Award

1.2.2 Funds – Expenditures from federal funds are not included in this contract.

1.2.3 Expenditures from this contract shall not exceed \$24,999.99.

1.2.4 The Department is transitioning to the MissouriBUYS eProcurement system and requires all potential vendors to visit <https://MissouriBUYS.mo.gov> to register as a vendor for all bidding opportunities.

1.3 Non-Mandatory Site Inspection:

1.3.1 To ensure the ballistic security glazed glass will be exactly what is required and functional, a non-mandatory site inspection should be scheduled with the facility **no later than September 21, 2016**. SCCC is located at 255 West Highway 32, Licking, MO 65542. To set up the non-mandatory site inspection, bidders must contact Greg Hadley at 573-674-4470, extension 1024, or email him at Greg.hadley@doc.mo.gov. Each potential bidder is limited to two (2) individuals at the site inspection.

- a. Any potential bidder participating in a site inspection must provide the full name and a valid Missouri driver's license number of each individual planning to attend the site inspection. If any individual participating does not have a valid Missouri driver's license, the individual's social security number and date of birth are required. The Department reserves the right to accept or reject any person requesting a site inspection.

1.3.2 The purpose of the site inspection is to provide bidders an opportunity to inspect, examine, and assess the site and to determine any existing conditions and factors that may affect the performance of the services required herein.

1.3.3 Bidders are strongly encouraged to advise the SCCC when scheduling the site visit of any accommodations needed for disabled personnel who will be attending the site visit so that accommodations can be made.

1.3.4 Day of Site Inspection - Each person attending the site inspection will be required to have a valid government issued ID.

- a. Any personal possession deemed not allowed inside the facility will not be permitted inside the facility.
 - b. Other than the questions related to the site inspection, the bidder shall not discuss the IFB requirements with Department personnel during the site inspection; however, the bidder is encouraged to communicate any discrepancy between information from the site inspection and IFB requirements with the Buyer of Record identified on the first page of this document.
- 1.3.5 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the scope of work and any other existing condition, factor, or item that may affect or impact the performance of service described and required in Section 2 of this IFB. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the bidder's failure to observe existing conditions, etc.

1.4 Questions Regarding the IFB:

- 1.4.1 It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the bidder believes that any language, specifications or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the bidder's ability to submit a bid.
- a. Except as may be otherwise stated herein, the bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the Buyer of Record.
 - b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at Lisa.Graham@doc.mo.gov.
 - c. The Department will attempt to ensure that a bidder receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB amendment as the questions and issues did not provide further clarity to the IFB. All bidders will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

NOTE: The only official position of the Department shall be that which is contained in the IFB and any amendments thereto.

END OF SECTION ONE: INTRODUCTION AND GENERAL INFORMATION

2. PERFORMANCE REQUIREMENTS

This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the Department. The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. Response to this section by the bidder is requested in the Exhibit section of this IFB. The bidder's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the bidder in the event the bid is accepted by the Department.

2.1 General Requirements:

- 2.1.1 Upon receipt of an order from the Department, the contractor shall provide and deliver to the SCCC a ballistic security glazed glass as specified on **EXHIBIT A, Pricing Page**. In addition, the contractor shall remove and dispose of the old ballistic security glazed glass and install the new ballistic security glazed glass. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to the provision of the ballistic security glazed glass.
- 2.1.2 Removal and installation of the ballistic security glazed glass must be completed in a professional and timely manner and in compliance with all applicable industry standards and building codes. The contractor shall coordinate work schedules with the Department designee for minimal disruption to normal state business occurring at the same time.
- a. If the contractor's work is at any time in violation of applicable industry standards or codes, the contractor shall correct the work at no cost to the Department.
- b. Working hours shall be Monday-Friday – 8:00 a.m. to 4:00 p.m.
- 2.1.3 The Department shall have a right to limit the number of personnel including subcontractors the contractor has on site.
- 2.1.4 Except as otherwise stated herein, the contractor shall furnish all materials, labor, tools, equipment, effort and transportation required for the installation of the ballistic security glazed glass and removal of the old glass.
- 2.1.5 Special equipment may be required to transport the new ballistic security glazed glass within the facility, as well as during installation and removal of the old ballistic security glazed glass. The contractor must notify the institution during the site inspection if certain equipment will be needed to assist in moving and installing the ballistic security glazed glass, such as lifts or forklift and if the contractor will be bringing this equipment.
- 2.1.6 The contractor shall not be responsible for patching or painting surfaces as a result of removal of the existing ballistic security glazed glass and installation of the new glass; however, the contractor must leave the work-site in broom-clean condition, disposing of excess materials and debris consistent with good industry practices and in accordance with local, state and federal rules, laws, etc.
- a. The contractor shall exercise due diligence and accepted industry practices for preventing unnecessary damage to walls and other surfaces.

2.2 Security Requirements:

- 2.2.1 **At least four (4) days prior** to the scheduled start of installation, the contractor must contact Greg Hadley at 573-674-4470, extension 1024, or email him at Greg.hadley@doc.mo.gov to arrange for MULES checks on each employee who will be providing services on-site. (See section 3.1.8)
- 2.2.2 Upon arrival to the facility, the contractor and the contractor's personnel must present a photo form of legal identification, the tools on person being taken into the facility, and a written inventory of the tools

on person for verification. At no time shall the contractor leave any tools or supplies unattended. Missing tools or supplies must be immediately reported to the Department.

- a. All tools, parts, supplies, equipment not on the contractor's person or contractor's personnel shall be secured and locked in or on the contractor's vehicle(s) and or job box. All equipment outside of the cab of the vehicle(s) shall be chained and padlocked, i.e. ladders, tools, parts.
- b. Large items impossible to move without heavy equipment do not need to be chained and padlocked.

2.3 Scope of Work:

- 2.3.1 Except as otherwise stated herein, the work consists of furnishing of all equipment, materials, labor, and transportation required for the complete removal of the old ballistic security glazed glass and the installation of the new ballistic security glazed glass.
- 2.3.2 The specifications for the ballistic security glazed glass are as listed on **EXHIBIT A, Pricing Page**.
- 2.3.3 The current ballistic security glazed glass is original to the facility. The facility was opened in 2000.
- 2.3.4 The current ballistic security glazed glass is in a frame with a sealant on the interior and exterior and all four sides. More than one person will be required to remove the glass. The contractor shall provide their own personnel to complete the removal and installation.
- 2.3.5 The current ballistic security glazed glass is cracked on the inside of the building and covers most of the glass. There is no header damage or frame damage to the current ballistic security glazed glass.
- 2.3.6 The ballistic security glazed glass is located on the second floor of a controlled access building. Interior countertops can be cleared under the glass for easier access and removal purposes.
- 2.3.7 The contractor will deliver the ballistic security glazed glass to the warehouse, prior to transporting it within the facility, to the correct building.

2.4 Replacement of Damaged/Defective Product:

- 2.4.1 The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective items to the contractor for replacement.

2.5 Warranty Requirement:

- 2.5.1 The contractor shall provide the standard manufacturer's warranty on the workmanship/labor of the finished product. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the Department. The contractor shall understand and agree that the warranty shall commence once the Department has accepted the finished product and all work performed.

2.6 Delivery Requirements:

- 2.6.1 The contractor must coordinate its delivery schedule with the SCCC. Delivery shall include unloading the ballistic security glazed glass at the SCCC dock or other designated unloading site as requested by the SCCC. If materials, equipment and parts are shipped, all items shall be shipped FOB, Destination, Freight Prepaid and Allowed.
- 2.6.2 Any change in delivery schedule must be approved by the SCCC a minimum of twenty-four (24) hours in advance prior to the implementation date of such change. Institutions have specific times that deliveries

can be accepted. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for delay or redelivery shall be the responsibility of the contractor.

- a. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri web site at:

<http://content.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

2.7 Invoicing Requirements:

- 2.7.1 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**. In no event shall the amount paid the contractor exceed the quoted guaranteed not-to-exceed total price provided by the contractor and approved by the Department as set forth herein.
- 2.7.2 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item(s) listed on the purchase order. Failure to comply with these requirements may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.
- 2.7.3 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.7.4 An itemized invoice form shall be emailed to Lisa.graham@doc.mo.gov or mailed to:
Lisa Graham
Contract Y17709009
Missouri Department of Corrections
Fiscal Management Unit/Purchasing Section
PO Box 236
Jefferson City, MO 65102
- 2.7.5 Any order received on the last day of the contract for goods and/or services must be invoiced at the contract price.
- 2.7.6 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

2.8 Payment Requirements:

- 2.8.1 **Before final payment can be made**, the contractor and all subcontractors **must** file an **Affidavit of Compliance** form (PW-4) with the Department. The affidavit must state the contractor has fully complied with Missouri Prevailing Wage Law, and the Department must verify that the correct wages were paid. No payment can be legally made by the Department to the contractor until the affidavit is filed in proper form and order with the Department (Section 290.290 and 290.325, RSMo).

 - a. **Affidavit of Compliance must be mailed to:**

Attn: Lisa Graham
Contract Y17709009
Missouri Department of Corrections
Fiscal Management Unit/Purchasing Section
PO Box 236
Jefferson City, MO 65102

- b. The Affidavit of Compliance should be included with the contractor's invoice to avoid any delay in payment.
- 2.8.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
 - 2.8.3 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final inspection and acceptance of the item(s)/service(s).
 - 2.8.4 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.
 - 2.8.5 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, lodging, per diem costs, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

END OF SECTION 2: PERFORMANCE REQUIREMENTS

3. GENERAL CONTRACTUAL REQUIREMENTS

This section of the IFB includes the general contractual requirements and provisions that shall govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by the Department and the contractor unless changed by a contract amendment. Response to this section by the bidder is not necessary as all provisions are mandatory.

3.1 Contractual Requirements:

- 3.1.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the response (bid), if any, and (4) the Department's acceptance of the response (bid) by "Notice of Award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
 - a. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 3.1.2 **Contract Period** - The contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the contract period.
- 3.1.3 **Contract Price** - The price shall be as indicated on **EXHIBIT A, Pricing Page**. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 3.1.4 **Price Must Be Lowest** - The contractor's price must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.
- 3.1.5 **Termination** - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.
- 3.1.6 **Contractor Liability** - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 3.1.7 **Insurance** - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.
- 3.1.8 **Contractor's Employees** - The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the Department. The Department may also withhold up to twenty-five percent of the total amount due to the contractor.

- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- c. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least eighteen (18) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.
- d. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- e. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- f. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
 - 1) The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
 - a. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
 - b. Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- g. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- h. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

- 3.1.9 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- 3.1.10 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.1.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the SCCC. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the SCCC or the Purchasing Section throughout the effective period of the contract.
- 3.1.12 Substitution of Products - The contractor shall not substitute any item that has been awarded to the contractor without prior written approval of the Department.
- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute item may result in cancellation or termination of the contract.
 - b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality and with equal or lower pricing. The contractor shall understand that the Department reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Department shall be the final authority as to acceptability of any proposed substitution.
 - c. Any item substitution shall require a formal contract amendment authorized by the Department prior to the Department acquiring the substitute item under the contract.
 - d. The Department may choose not to compel an item substitution in the event a substitution would be deemed unreasonable in the sole opinion of the Department. The contractor shall not be relieved of substituting an item in the event of manufacturer discontinuation, other reason, or simply for reasons of unprofitability to the contractor.
- 3.1.13 Replacement of Defective/Damaged Product - The contractor shall be responsible for replacing parts that are defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective parts to the contractor for replacement.
- 3.1.14 Delivery Performance - The contractor and/or the contractor's subcontractor(s) shall deliver products/services in accordance with the contracted delivery times stated herein to the Department upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading the

ballistic security glazed glass at the SCCC dock or other designated unloading site as requested by the SCCC. If materials are shipped, all items shall be shipped FOB, Destination, Freight Prepaid and Allowed.

- 3.1.15 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Department.
- 3.1.16 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
 - b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 3.1.17 Contractor Equipment Use - Title to any equipment required by the contract shall be held by and vested in the contractor. The Department shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 3.1.18 Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements - The contractor and all subcontractors employed by the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 23, dated March 10, 2016, for Texas County (**Attachment 1**). The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on the Notice of Award.
- a. The contractor shall forfeit to the Department \$100.00 for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (section 290.250, RSMo).
 - b. In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in sections 290.210 to 290.340, RSMo, and is advised to review the requirements carefully prior to beginning work.
 - c. The contractor must require all personnel who are "on-site employees" as defined in section 292.675, RSMo, to complete a ten (10) hour construction safety training program required under section 292.675, RSMo, unless the personnel have documentation of prior completion of the program. Personnel that have not previously completed the program must complete the program within sixty (60) days of beginning work under the contract. Personnel on the work site without the documentation of prior completion of the program shall be afforded twenty (20) days to produce such documentation before being subject to removal from the work site. The contractor shall forfeit to the Department a penalty of \$2,500.00 plus an additional \$100.00 for each person employed by the contractor or subcontractor for each calendar day or portion thereof, such person is employed without the required training.

- d. A contractor who is a “transient employer” as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the notices listed below: If the contractor fails to post these required notices, the contractor shall, under section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices are posted.
- 1) The notice of registration for employer withholding issued to the contractor by the Director of Revenue;
 - 2) Proof of coverage for workers’ compensation insurance or self-insurance signed by the contractor and verified by the Department of Revenue through the records of the Division of Workers’ Compensation; and
 - 3) The notice of registration for unemployment insurance issued to the contractor by the Division of Employment Security.

3.1.19 Hazard Communication Safety Data Sheets and Labeling Requirements- The Department, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the Department must contain a safety data sheet and warning labels with each shipment compliant with OSHA’s Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain hazardous material. The contractor’s Safety Data Sheets shall comply with the OSHA uniform formatting requirements that are to become effective June 1, 2015, and the contractor’s Safety Data Sheets shall always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

END OF SECTION THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

4.1 Submission of Bids:

- 4.1.1 The bidder should include the original bid, completed exhibits, forms, and other information concerning the bid, including a completed Pricing Page(s), with the bid.
- a. Bids must be signed and returned with all necessary attachments to the Purchasing Section by the bid date and time as stated on the first page of this IFB. Specifically, **any** form containing a signature line such as page 1 of the original IFB and any amendments thereafter, **EXHIBIT A, Pricing Page**, etc., shall be manually signed and returned as part of the bid.
 - b. Recycled Products - The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
- 4.1.2 Wage Order: The bidder is advised that prior to submitting a bid, the bidder must review the annual wage order for Texas county (**Attachment 1**).
- 4.1.3 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the contract is awarded. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.

- a. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.
 - b. Additionally, after a contract is executed, the contract(s) is scanned into the Department's imaging system. The scanned information will be available for viewing through the Internet at <http://doc.mo.gov/DHS/Contracts.php>.
- 4.1.4 Compliance with Terms and Conditions – The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.
- 4.1.5 Preprinted Marketing Materials - The bidder may submit preprinted marketing materials with the bid; however, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the Department.
- a. It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the Department's mandatory requirements. In the event this information is not submitted with the bid, the Buyer of Record may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.
- 4.1.6 Bid Detail Requirements and Deviations – It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition.
- a. Bidders should note: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.
- 4.2 Evaluation and Award Process:**
- 4.2.1 After determining that a bid satisfies the mandatory requirements stated in the IFB, the evaluator shall use objective analysis in conducting a comparative assessment of the bid(s). The contract shall be awarded to the lowest and best bid.
- 4.3 Evaluation of Cost:**
- 4.3.1 Pricing – The bidder shall state a firm fixed price for the ballistic security glazed glass on **EXHIBIT A, Pricing Page**. Price shall be quoted FOB Destination Freight Prepaid and Allowed for any materials, equipment or parts that will be shipped. The price bid for line item 001, shall be for the ballistic security glazed glass and delivery of the glass to the institution. The price bid for line item 002, shall include all costs for removing the old ballistic security glazed glass, as well as installing the new ballistic security glazed glass.
- 4.3.2 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A, Pricing Page**.

4.3.3 For evaluation purposes only, the cost will be calculated by multiplying the firm fixed price for each line item stated on **EXHIBIT A, Pricing Page**, by the quantity for that item and adding the totals together. The cost evaluation shall include all mandatory requirements.

4.3.4 Cost Evaluation - The objective evaluation of cost shall be based on the firm fixed prices stated on **EXHIBIT A, Pricing Page**.

a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \text{Maximum Cost Evaluation Points (100)} = \text{Assigned Cost Points}$$

NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.

4.4 Determination for Award:

4.4.1 The Department reserves the right to award to the bidder whose bid complies with all mandatory specifications and requirements, and is the lowest and best bid for the items.

4.4.2 Only one award shall be made to the bidder whose items meet specifications and who has the lowest responsive bid. Other factors that affect the determination of the lowest price responsive bid include consideration of the Missouri Service-Disabled Veteran Business Preference explained in Section 4.6.

4.4.3 Determination of Lowest Priced Bid including Consideration of Preferences - After completing the cost evaluation and determining preference bonus points, the bidder with the most points is considered the lowest bid. Total points shall be computed for the total evaluated bid price as follows:

$$\text{Assigned Cost Points} + \text{earned preference points} = \text{Total Points}$$

4.4.4 The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or; 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offer.

4.5 Responsible and Reliability Determination:

4.5.1 The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

a. The bidder should complete **EXHIBIT E, Current/Prior Experience** with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of the IFB.

b. If references for current and/or previous contracts are not identified on **EXHIBIT E**, the Department may request that the bidder identify one or more references. The Department must receive the reference(s) within twenty-four (24) hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

4.6 Missouri Service-Disabled Veteran Business Enterprise Preference:

- 4.6.1 Pursuant to section 34.074 RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprise and who complete and submit **EXHIBIT B, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed **EXHIBIT B** and the documentation specified on **EXHIBIT B** in accordance with the instructions provided therein, no preference points will be applied.
- a. If the lowest priced bid qualifies for the preference, or in the event no bidders qualify for the preference, no further calculation is necessary.

4.7 Other Bid Submission Requirements:

- 4.7.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a “business entity” ([Section: 285.0525 Definitions, RSMO 285.525](#)), the bidder must affirm the bidder’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of **EXHIBIT D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**. The applicable portions of **EXHIBIT D** must be submitted prior to an award of a contract.
- 1) If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify Federal Work Authorization Program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - a. Enroll and participate in the E-Verify Federal Work Authorization Program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**
 - b. Provide to the Department the documentation required in **EXHIBIT D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company’s/individual’s enrollment and participation in the E-Verify Federal Work Authorization Program; **AND**
 - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in **EXHIBIT D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
 - 2) In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 4.7.2 Debarment Certification - The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation, under federal assistance programs.
- 4.7.3 Annual Wage Orders – The bidder is advised that prior to submitting a bid, the bidder must review the annual wage order for Texas county. The wage order(s) is available as an additional electronic link from the web page where the downloadable Invitation for Bid is listed. In the event the bidder is unable to download the wage order(s), a copy may be obtained by contacting the buyer of record as indicated on the front page of this IFB.

- 4.7.4 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 4.7.5 Miscellaneous Information – The bidder should complete and submit **EXHIBIT C, Miscellaneous Information**.

END OF SECTION FOUR: BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

EXHIBIT A, Pricing Page

The bidder must quote a total, firm fixed price that includes all specifications as stated below, as well as all other requirements stated herein including provision of installation compliant with Prevailing Wage requirements stated in section 3.1.18.

LINE ITEM	DESCRIPTION	QUANTITY	FIRM FIXED PRICE
001	One (1) piece of ballistic security glazed glass with installation Thickness: 1-7/8 inch thick Size: 46-3/4 inch x 67-1/2 inch Shading: 1/4 inch Gray Low E#2 3/8 inch airspace 1-1/4 inch clear secur-tem + poly (SP035) WMFL Level 1	1	\$ _____
002	Removal of old glass and installation of new glass (Bidder is to supply all necessary tools for removal and installation.)	1	\$ _____

Brand/Manufacturer:

The bidder should state the brand of the ballistic security glazed glass:

Brand/Manufacturer: _____

Delivery – Complete Installation:

Delivery and installation is desired to be completed within ninety (90) calendar days after receipt of a properly executed order. If bidder's delivery is different, the bidder should state the delivery in days after receipt of order: _____ calendar days ARO.

Warranty: The bidder shall state the warranty period which shall cover workmanship. The warranty shall commence upon delivery and acceptance of the product by the Department.

Warranty period on Workmanship of Security Glass: _____

Bidder should state warranty for installation and labor: _____

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:

_____ % if paid within _____ days of receipt of invoice

Web Site:

The bidder should state web site address if online invoicing is available: _____

EXHIBIT A, Pricing Page (Continued)

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: _____

Printed Name: _____ Email: _____

Authorized Signature: _____ Date: _____

END OF EXHIBIT A, Pricing Page

EXHIBIT B**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

DEFINITIONS:

Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE) is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

STANDARDS:

The following standards shall be used by the Department in determining whether an individual, business, or organization qualifies as a SDVE:

- a. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.
- c. Having the management and daily business operations controlled by one (1) or more SDVs;
- d. Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- e. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a. a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- b. a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- c. a completed copy of this exhibit.

EXHIBIT B (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

(NOTE: For ease of evaluation, please attach a copy of the SDV’s award letter or a copy of the SDV’s discharge paper, and a copy of the SDV’s documentation certifying disability to this exhibit. The SDV’s award letter, the SDV’s discharge paper, and the SDV’s documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV’s documents (a copy of the SDV’s award letter or a copy of the SDV’s discharge paper, and a copy of the SDV’s documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University*** to which the SDV’s Documents were submitted:

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

Date SDV’s Documents were submitted: _____

Previous **Bid/Contract Number** for which the SDV’s documents were submitted: _____

(if known)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed above pursuant to 1 CSR 40-1.050.

Service-Disabled Veteran’s Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran’s Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing’s (OA/DP) website (<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DP will remove the SDVE from the listing.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

EXHIBIT C

Miscellaneous Information

Missouri Secretary of State/Authorization to Transact Business

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html</p>	
<p>If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____ Missouri State Charter # _____</p>
<p>If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption _____ (List section and paragraph number) Stated in section 351.572.1 RSMo, _____ (State Legal Business Name)</p>

Employee Bidding/Conflict of Interest

<p>Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	
<p>If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:</p>	
<p>Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</p>	<p>_____ %</p>

EXHIBIT D

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B or Box C on this exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm .
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under **IFB 16709078** and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Corrections with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT D (continued)

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**
- Provide documentation affirming said company or individual enrollment and participation in the E-Verify federal work authorization program. Documentation shall include **EITHER** the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted; **AND**
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this exhibit.

EXHIBIT D continued on next page

EXHIBIT D (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary	Date
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EXHIBIT D continued on next page

EXHIBIT D (continued)

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement Officer

Date

EXHIBIT E

CURRENT/PRIOR EXPERIENCE

The bidder should complete the table below for references being submitted as demonstration of the bidder and subcontractor’s current and previous experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

NAME OF BIDDER:

Name of Reference (Company)	Address (Address, City, State, Zip)	Contact Person Name Phone # E-mail Address	Dates of Services:	Dollar Value of Services	Description of Services Performed

Proposed Subcontractor - The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Department reserves the right to request such information.

Proposed Subcontractor Provide Name and Address	Identify the Service Proposed to be Provided by the Proposed Subcontractor

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Addendum** means a written official modification to an IFB.
- d. **Amendment** means a written, official modification to a contract.
- e. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- f. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- g. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- h. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- i. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- j. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- k. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- l. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Addendums thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- o. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- p. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- q. **Shall** has the same meaning as the word **must**.
- r. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.

- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs may be available for viewing and downloading on the Department's website or on the MissouriBUYS Statewide eProcurement System. For IFB's posted on MissouriBUYS, registered bidders are electronically notified of those bid opportunities that match the commodity codes for which the bidder registered in MissouriBUYS. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

5. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.

- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. For bids posted on the MissouriBUYS Statewide eProcurement System, registered bidders may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number **and** the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered bidder may be retracted on-line prior to the official end date and time. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in

person by the bidder or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.

- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Bidders submitting a hard copy must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All bidders may view the same bid response information on the MissouriBUYS Statewide eProcurement System. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

8. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

11. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

12. DELIVERY

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

- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. CONTRACTOR STATUS

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees), and damage of any kind related to such matters.

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

24. CONTRACT EXTENSION

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

25. INSURANCE

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

- a. Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/19/2016

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 111
TEXAS 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

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$25.47	56	28	\$11.25
Boilermaker			\$32.76	126	7	\$30.10
Bricklayer and Stone Mason	6/16		\$27.73	24	74	\$16.44
Carpenter	6/16		\$36.25	78	41	\$15.55
Cement Mason	6/16		\$31.69	23	5	\$8.66
Communication Technician			\$29.80	21	48	\$11.85 + 10%
Electrician (Inside Wireman)			\$29.80	21	48	\$11.85 + 10%
Electrician (Outside-Line Construction)\Lineman)			\$42.27	43	45	\$5.25 + 36%
Lineman Operator			\$36.45	43	45	\$5.25 + 36%
Groundman			\$28.13	43	45	\$5.25 + 36%
Elevator Constructor			\$43.72	FED		\$26.76
Glazier			\$26.57	122	76	\$11.33
Ironworker			\$31.25	50	4	\$27.90
Laborer (Building):						
General			\$23.91	110	80	\$12.44
First Semi-Skilled			\$25.81	110	80	\$12.44
Second Semi-Skilled			\$24.81	110	80	\$12.44
Lather	6/16		\$36.25	78	41	\$15.55
Linoleum Layer and Cutter	6/16		\$31.83	92	26	\$16.00
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright			\$36.34	77	41	\$15.75
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$36.25	78	41	\$15.55
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer	7/16		\$31.56	67	3	\$17.98
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer	6/16		\$22.75	10	2	\$10.88
Sheet Metal Worker	7/16		\$28.94	4	24	\$14.18
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$17.50	FED		\$1.41
Tile Finisher			\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$14.00	FED		
Group II			\$14.00	FED		\$0.37
Group III			\$13.50	FED		\$0.52
Group IV		c	\$26.535	35	36	\$8.65

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

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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. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the work week shall consist of five (5) consecutive eight (8) hour days beginning on Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday. The first two (2) hours performed in excess of an eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one half (1½) times the regular rate of pay. All work performed on Sundays and Holidays and in excess of ten (10) hours a day on all days shall be paid at two (2) times the regular rate of pay. A make-up day may be scheduled for work missed due to inclement weather. The make-up hours shall be paid at the regular hourly rate of pay.

NO. 10: Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) time the regular hourly wage scale. The provision of this Saturday Make Up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) time the regular wage scale.

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. 21: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time and one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

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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. 23: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The workday starts at 8:00 a.m., the quitting time shall be 4:30 p.m. All overtime Monday through Friday, and Saturdays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 24: 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. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. 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 for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

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

NO. 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. 35: 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 maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

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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. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 ½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 ½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

NO. 67: Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

NO. 77: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

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NO. 78: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. Fridays can be worked in lieu of holidays at the employee's option. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays. Sundays and holidays may not be used as a make-up day.

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

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

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NO. 92: Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

NO. 105: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and Noon (12:00) on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday work will be paid time and one-half (1½) the regular hourly rate of pay. Work performed on Sundays and recognized holidays shall be paid at double (2) time the regular hourly rate of pay. Saturdays can be a make-up day if weather has forced a day off. But only in the week of the day being lost. Any time worked before six (6) hours before Noon (12:00) or after six (6) hours after Noon (12:00) will be paid at the time and one-half (1½) the regular hourly rate of pay.

NO. 110: 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: Where it is necessary for the project to operate in shifts, a twenty-four (24) hour or sixteen (16) hour daily schedule shall be established for not less than three (3) consecutive days at the wage rates applicable to the work being performed. One-half (1/2) hour in eight (8) hour shift shall be allowed for lunch for which there will be no deduction in the pay of the employee. Employees on the second shift shall be paid twenty-five cents (\$.25) per hour more and employees on the third shift fifty cents (\$.50) per hour more than those on the first shift. Overtime shall be computed after shift differential is added to base pay.

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

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

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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 \$27.96 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.

TEXAS COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

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

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

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

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

NO. 16: There shall be seven (7) recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day. No work on any pretense shall be performed on Christmas Day or Independence Day. Any work performed on the other holidays shall be paid for at two (2) times the regular rate of pay.

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. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 26: All work 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 time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

NO. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, 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 Sunday, the following Monday shall be observed as the holiday.

TEXAS COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 36: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 41: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

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. 48: 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 one 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 holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) 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. 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.

**TEXAS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

NO. 80: The following days shall be recognized as Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In the event that any of these Holidays fall on a Saturday, the preceding Friday shall be observed; if on a Sunday, the following Monday shall be observed. 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.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.68	23	16	\$16.10
Cement Mason	6/16	\$27.60	6	6	\$17.88
Electrician (Outside-Line Construction\Lineman)		\$42.27	9	12	\$5.25 + 36%
Lineman Operator		\$36.45	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$9.98 + 3%
Groundman		\$28.13	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.68	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.68	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

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

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

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

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

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

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

NO. 6: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 7:00 a.m. and 9:00 a.m. Time and one-half (1½) shall be paid for work performed on a regular work day before the regular starting time and after the regular quitting time. Double (2) time shall be paid for work performed on Sunday and holidays. At the discretion of the Employer, Saturday can be used for a make-up day. The Employer when working on highway and road work may have the option to schedule the work week for his paving crew only 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 inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his or her forty (40) hours.

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

**REPLACEMENT PAGE
TEXAS 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. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

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

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

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

**TEXAS 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. 6: All work done on New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When a holiday occurs on Saturday, it shall not be observed on either the previous Friday or the following Monday. Such days shall be a regular workday. If such a holiday occurs on Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day.

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

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

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

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

**TEXAS COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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.