



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C312008001	CONTRACT TITLE First Aid, CPR, and AED Training
AMENDMENT NUMBER 005	CONTRACT PERIOD September 1, 2015 through August 31, 2016
REQUISITION NUMBER NR 931 YYY15708335	VENDOR NUMBER 2614725400 2
CONTRACTOR NAME AND ADDRESS Emergency Care & Safety Institute 5 Wall St. Burlington, MA 01803	STATE AGENCY'S NAME AND ADDRESS Department of Corrections - Training Academy Department of Corrections - Central Region Training Center Department of Corrections - Eastern Region Training Center Department of Corrections - Western Region Training Center Department of Social Services - Division of Youth Services
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C312008001 is hereby amended pursuant to the attached signed Amendment #005 dated 03/19/15.	
BUYER Jacqueline Satterlee	BUYER CONTACT INFORMATION Email: Jacqueline.Satterlee@oa.mo.gov Phone: (573) 751-4925 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Jacqueline Satterlee</i>	DATE 3/27/15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT <i>Mark Boyer</i>	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL

AMENDMENT NO.: 005
CONTRACT NO.: C312008001
TITLE: First Aid, CPR, and AED Training
ISSUE DATE: 03/12/15

REQ NO.: NR 931 YYY15708335
BUYER: Jacqueline Satterlee
PHONE NO.: (573) 751-5925
E-MAIL: jacqueline.satterlee@oa.mo.gov

TO: EMERGENCY CARE & SAFETY INSTITUTE
5 WALL ST
BURLINGTON MA 01803

RETURN AMENDMENT BY NO LATER THAN: 03/26/15 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	jacqueline.satterlee@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Dept. of Corrections, Training Academy, Dept. of Corrections, Central Region Training Center,
Dept. of Corrections, Eastern Region Training Center, Dept. of Corrections, Western Region Training Center, and
Department of Social Services, Division of Youth Services

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Emergency Care & Safety Institute / Jones & Bartlett Learning, LLC		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Jones & Bartlett Learning, LLC	
MAILING ADDRESS 5 Wall Street		IRS FORM 1099 MAILING ADDRESS 5 Wall Street	
CITY, STATE, ZIP CODE Burlington, MA 01803		CITY, STATE, ZIP CODE Burlington, MA 01803	
CONTACT PERSON Denise Howard		EMAIL ADDRESS dhoward@ecs institute.org	
PHONE NUMBER 800.541.5696		FAX NUMBER 866.429.4931	
TAXPAYER ID NUMBER (TIN) 26-1472540	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 2614725400 2
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 3/19/2015	
PRINTED NAME Denise L. Howard		TITLE Sales & Regulatory Affairs	

AMENDMENT #005 TO CONTRACT C312008001

CONTRACT TITLE: First Aid, CPR, and AED Training

CONTRACT PERIOD: September 1, 2015 through August 31, 2016

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain and apply hereto.

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

NOTE: The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE**First Aid, CPR, and AED Training:**

	Training Material	Fourth Renewal Period
001	First Aid, CPR, and AED Train-the-Trainer Training	\$ <u>35.00</u> Per Student

Training Material:

	Training Material	Fourth Renewal Period
002	First Aid, CPR, and AED Classroom DVD	\$ <u>59.00</u> Each
003	Student Workbook Covering First Aid, CPR, and AED	\$ <u>7.50</u> Each
004	Instructor Workbook to be used in The Train-the-Trainer training session And an Instructor Manual to be used by The Certified Instructor to teach the First Aid, CPR, and AED training	\$ <u>14.95</u> Per Set to include the Instructor Workbook and Instructor Manual
005	Student Certification	\$ <u>2.00</u> Each, purchased in sheets of 6 @ \$12.00/ea

NR 931 4YY 15708335

RENEWAL: 04 PERIOD OF 4 TOTAL

Renewal - % Increase Cost Savings

Renewal - \$ Increase Cost Savings

Renewal - W/O Increase

SFS Renewal - Prices In Original Contract

SFS Renewal - Prices Not in Original Contract

EXTENSION PERIOD:

Extension - 30-Day

Termination

Extension - \$ Increase Cost Savings

Extension - W/O Increase

Assignment

Cancellation/Termination

Other Amendment

Performance Security Deposit: \$ _____

Surety Bond: \$ _____

Annual Wage Order Number: _____

Annual Wage Order Date: _____

County(ies): _____

Other Instructions: _____

A. Section 34.040.6, RSMo	Buyer/Section Support	OT	3-6-15
B. DPMM Suspension List	Buyer/Section Support	OT	3-6-15
C. Federal Suspension - SAM.GOV	Buyer/Section Support	OT	3-6-15
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affidvt	Buyer		
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer		
	Buyer/Section Support	OT	3-6-15
	Buyer	JS	3/12
	Buyer/Section Support		
	Buyer		
	Buyer/Section Support		
Contractor E-Mail Address/Fax Number	dhoward@ecs.institute.org		
State Agency Contact E-Mail Address	Jim Wiseman		
Section 34.040.6, RSMo, Letter	Follow-Up Notes:		

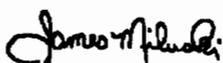
A. Renewal/Extension Pricing	Buyer/Section Support	JS	3/24
B. Section 34.040.6, RSMo	Buyer/Section Support	JS	3/24
C. Performance Security Deposit/Surety Bond	Buyer/Section Support	NA	NA
D. Renewal/Extension with Cost Savings Language	Buyer	NA	NA
E. Statewide Notice	Buyer	NA	NA
F. SFS Authorized Limit \$	Buyer	NA	NA
G.			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support	NA	NA
2. Assignment and Consent Form	Buyer/Section Support	NA	NA
3. DPMM Suspension List	Buyer/Section Support	NA	NA
4. Federal Suspension - SAM.GOV	Buyer/Section Support	NA	NA
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	NA	NA
	Buyer/Section Support	CO	3/25
	Buyer	JS	3/27
	Buyer/Section Support	CO	4/6/15
AM 300 PMM 01725	Buyer/Section Support	CO	4/6/15
Distribute E-Verify & SDV Documents	Buyer/Section Support	X	X
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	CO	4/6/15
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	X	X
	Central Support-Participation		
	Central Support-Imaging		

001



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://content.oa.mo.gov/purchasing-materials-management>

CONTRACT NUMBER C312008001	CONTRACT TITLE First Aid, CPR, and AED Training
AMENDMENT NUMBER Amendment #004	CONTRACT PERIOD September 1, 2014 through August 31, 2015
REQUISITION NUMBER NR 931 YYY14708309	VENDOR NUMBER 2614725400 2
CONTRACTOR NAME AND ADDRESS EMERGENCY CARE & SAFETY INSTITUTE 5 WALL ST BURLINGTON, MA 01803	STATE AGENCY'S NAME AND ADDRESS Department of Corrections, Training Academy Department of Corrections - Central Region Training Center Department of Corrections - Eastern Region Training Center Department of Corrections, Western Region Training Center Department of Social Services, Division of Youth Services
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C312008001 is hereby amended pursuant to the attached Amendment #004 dated 03/26/14.	
BUYER Julie Kleffner	BUYER CONTACT INFORMATION Email: julie.kleffner@oa.mo.gov Phone: (573) 751-7656 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4/2/14
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  James Miluski	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 CONTRACT RENEWAL

AMENDMENT NO.: 004
 CONTRACT NO.: C312008001
 TITLE: First Aid, CPR, and AED Training
 ISSUE DATE: 03/12/14

REQ NO.: NR 931 YYY14708309
 BUYER: Julie Kleffner
 PHONE NO.: (573) 751-7656
 E-MAIL: julie.kleffner@oa.mo.gov

TO: EMERGENCY CARE & SAFETY INSTITUTE
 5 WALL ST
 BURLINGTON MA 01803

RETURN AMENDMENT BY NO LATER THAN: 03/26/14 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	julie.kleffner@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Dept. of Corrections, Training Academy, Dept. of Corrections, Central Region Training Center,
 Dept. of Corrections, Eastern Region Training Center, Dept. of Corrections, Western Region Training Center, and
 Department of Social Services, Division of Youth Services

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Emergency Care & Safety Institute / Jones & Bartlett Learning, LLC
MAILING ADDRESS 5 Wall Street
CITY, STATE, ZIP CODE Burlington, MA 01803

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Jones & Bartlett Learning, LLC
IRS FORM 1099 MAILING ADDRESS 5 Wall Street
CITY, STATE, ZIP CODE Burlington, MA 01803

CONTACT PERSON Denise Howard		EMAIL ADDRESS dhoward@ecsinstitute.org	
PHONE NUMBER 800.541.5696		FAX NUMBER 866.429.4931	
TAXPAYER ID NUMBER (TIN) 26-1472540	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 2614725400 2
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 3/26/14	
PRINTED NAME Denise L. Howard		TITLE Sales & Regulatory Affairs	

AMENDMENT #004 TO CONTRACT C312008001

CONTRACT TITLE: First Aid, CPR, and AED Training

CONTRACT PERIOD: September 1, 2014 through August 31, 2015

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

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All other terms, conditions and provisions of the contract shall remain and apply hereto.

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

NOTE: The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE

First Aid, CPR, and AED Training:

	Training Material	Third Renewal Period
001	First Aid, CPR, and AED Train-the-Trainer Training	\$ <u>35.00</u> Per Student

Training Material:

	Training Material	Third Renewal Period
002	First Aid, CPR, and AED Classroom DVD	\$ <u>59.00</u> Each
003	Student Workbook Covering First Aid, CPR, and AED	\$ <u>7.50</u> Each
004	Instructor Workbook to be used in The Train-the-Trainer training session And an Instructor Manual to be used by The Certified Instructor to teach the First Aid, CPR, and AED training	\$ <u>14.95</u> Per Set to include the Instructor Workbook and Instructor Manual
005	Student Certification (sheets of 6, \$12.00 per sheet)	\$ <u>2.00</u> Each

NR 931 YYY14708309

RENEWAL: <u>3</u> PERIOD OF <u>7</u> TOTAL	Performance Security Deposit: \$ _____
Renewal - % Increase _____ Cost Savings _____	Surety Bond: \$ _____
Renewal - \$ Increase _____ Cost Savings _____	Annual Wage Order Number: _____
Renewal - W/O Increase _____	Annual Wage Order Date: _____
SFS Renewal - Prices In Original Contract _____	County(ies): _____
SFS Renewal - Prices Not in Original Contract _____	Other Instructions: _____
EXTENSION PERIOD:	
Extension - 30-Day _____	
Termination _____	
Extension - \$ Increase _____ Cost Savings _____	
Extension - W/O Increase _____	
Assignment _____	
Cancellation/Termination _____	
Other Amendment _____	

A. Section 34.040.6, RSMo	Buyer/Section Support	DI	3-12-14
B. DPMM Suspension List	Buyer/Section Support	DI	3-12-14
C. Federal Suspension - SAM.GOV	Buyer/Section Support	DI	3-12-14
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affidvt	Buyer		
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer		
	Buyer/Section Support	DI	3-12-14
	Buyer	DI	3-13-14

Contractor E-Mail Address/Fax Number	Buyer/Section Support	DI	3/14/14
State Agency Contact E-Mail Address	dhoward@ecsinstitute.org		
Section 34.040.6, RSMo, Letter	Jim Wiseman		
Follow-Up Notes:			

A. Renewal/Extension Pricing	Buyer/Section Support		
B. Section 34.040.6, RSMo	Buyer/Section Support	DI	3/27/14
C. Performance Security Deposit/Surety Bond	Buyer/Section Support		
D. Renewal/Extension with Cost Savings Language	Buyer		
E. Statewide Notice	Buyer		
F. SFS Authorized Limit \$	Buyer		
G.			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. DPMM Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		

	Buyer/Section Support	DI	4-2-14
AM 300 PMM 62817 M4	Buyer/Section Support	DI	4-2-14
Distribute E-Verify & SDV Documents	Buyer/Section Support		
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	DI	4-2-14
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support		
	Central Support-Participation		
	Central Support-Imaging	DI	4-30



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C312008001	CONTRACT TITLE First Aid, CPR, and AED Training
AMENDMENT NUMBER Amendment #003	CONTRACT PERIOD September 1, 2013 through August 31, 2014
REQUISITION NUMBER NR 931 YYY13708347	VENDOR NUMBER 2614725400 2
CONTRACTOR NAME AND ADDRESS EMERGENCY CARE & SAFETY INSTITUTE 5 WALL ST BURLINGTON, MA 01803	STATE AGENCY'S NAME AND ADDRESS Department of Corrections, Training Academy Department of Corrections - Central Region Training Center Department of Corrections - Eastern Region Training Center Department of Corrections, Western Region Training Center Department of Social Services, Division of Youth Services
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C312008001 is hereby amended pursuant to the attached Amendment #003 dated 03/11/13.	
BUYER Laura Ortmeyer	BUYER CONTACT INFORMATION Email: laura.ortmeyer@oa.mo.gov Phone: (573) 751-4579 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 3/13/13
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT James Miluski	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 CONTRACT RENEWAL

AMENDMENT NO.: 003
 CONTRACT NO.: C312008001
 TITLE: First Aid, CPR, and AED Training
 ISSUE DATE: 03/07/13

REQ NO.: NR 931 YYY13708347
 BUYER: Laura Ortmeier
 PHONE NO.: (573) 751-4579
 E-MAIL: laura.ortmeier@oa.mo.gov

TO: EMERGENCY CARE & SAFETY INSTITUTE
 5 WALL ST
 BURLINGTON MA 01803

RETURN AMENDMENT BY NO LATER THAN: 03/21/13 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	laura.ortmeier@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Dept. of Corrections, Training Academy, Dept. of Corrections, Central Region Training Center,
 Dept. of Corrections, Eastern Region Training Center, Dept. of Corrections, Western Region Training Center, and
 Department of Social Services, Division of Youth Services

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Emergency Care & Safety Institute, a div of JBLearning	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Jones & Bartlett Learning, LLC
MAILING ADDRESS 5 Wall Street	IRS FORM 1099 MAILING ADDRESS 5 Wall Street
CITY, STATE, ZIP CODE Burlington, MA 01803	CITY, STATE, ZIP CODE Burlington, MA 01803

CONTACT PERSON Denise Howard, EMT	EMAIL ADDRESS dhoward@ecsinstitute.org
PHONE NUMBER 800.541.5696	FAX NUMBER 866.429.4931

TAXPAYER ID NUMBER (TIN) 26-1472540	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 2614725400 2
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		

AUTHORIZED SIGNATURE <i>Denise Howard, EMT</i>	DATE 3/11/13
PRINTED NAME Denise L. Howard, EMT	TITLE Sales + Regulatory Affairs

AMENDMENT #003 TO CONTRACT C312008001

CONTRACT TITLE: First Aid, CPR, and AED Training

CONTRACT PERIOD: September 1, 2013 through August 31, 2014

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain and apply hereto.

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

NOTE: The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE**First Aid, CPR, and AED Training:**

	Training Material	Second Renewal Period
001	First Aid, CPR, and AED Train-the-Trainer Training	\$ <u>35.00</u> Per Student

Training Material:

	Training Material	Second Renewal Period
002	First Aid, CPR, and AED Classroom DVD	\$ <u>59.00</u> Each
003	Student Workbook Covering First Aid, CPR, and AED	\$ <u>7.50</u> Each
004	Instructor Workbook to be used in The Train-the-Trainer training session And an Instructor Manual to be used by The Certified Instructor to teach the First Aid, CPR, and AED training	\$ <u>14.95</u> Per Set to include the Instructor Workbook and Instructor Manual
005	Student Certification	\$2.00 Each



NOTICE OF AWARD

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Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C312008001	CONTRACT TITLE First Aid, CPR, and AED Training
AMENDMENT NUMBER Amendment #002	CONTRACT PERIOD September 1, 2012 through August 31, 2013
REQUISITION NUMBER NR 886 DFA13000005	VENDOR NUMBER 2614725400 2
CONTRACTOR NAME AND ADDRESS EMERGENCY CARE & SAFETY INSTITUTE 5 WALL ST BURLINGTON, MA 01803	STATE AGENCY'S NAME AND ADDRESS Department of Corrections, Training Academy Department of Corrections - Central Region Training Center Department of Corrections - Eastern Region Training Center Department of Corrections, Western Region Training Center Department of Social Services, Division of Youth Services
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C312008001 is hereby amended pursuant to the attached Amendment #002 dated 07/18/12.	
BUYER Laura Ortmeyer	BUYER CONTACT INFORMATION Email: laura.ortmeyer@oa.mo.gov Phone: (573) 751-4579 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 7/23/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT James Miluski	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 002
CONTRACT NO.: C312008001
TITLE: First Aid, CPR, and AED Training
ISSUE DATE: 07/17/2012

REQ NO.: NR 886 DFA13000005
BUYER: Laura Ortmeyer
PHONE NO.: (573) 751-4579
E-MAIL: laura.ortmeyer@oa.mo.gov

TO: EMERGENCY CARE & SAFETY INSTITUTE
5 WALL ST
BURLINGTON, NA 01803

RETURN AMENDMENT BY NO LATER THAN: JULY 31, 2012 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	laura.ortmeyer@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Dept. of Corrections, Training Academy,
Dept. of Corrections, Central Region Training Center,
Dept. of Corrections, Eastern Region Training Center,
Dept. of Corrections, Western Region Training Center, and
Department of Social Services, Division of Youth Services

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Emergency Care & Safety Institute, a div. of JB Learning
MAILING ADDRESS 5 Wall Street
CITY, STATE, ZIP CODE Burlington, MA 01803

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Jones & Bartlett Learning, LLC
IRS FORM 1099 MAILING ADDRESS 5 Wall Street
CITY, STATE, ZIP CODE Burlington, MA 01803

CONTACT PERSON Lawrence Newell, Ed.D, NREMT-P or Denise L Howard, EMT		EMAIL ADDRESS lnewell@jblearning.com ; dhoward@jblearning.com	
PHONE NUMBER 800.832.0034		FAX NUMBER 866.429.4931	
TAXPAYER ID NUMBER (TIN) 26-1472540	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 2614725400 2
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>Denise L Howard, EMT</i>		DATE 07/18/12	
PRINTED NAME Denise L Howard, EMT		TITLE Sales & Regulatory Affairs Manager	

AMENDMENT #002 TO CONTRACT C312008001

CONTRACT TITLE: First Aid, CPR, and AED Training

CONTRACT PERIOD: September 1, 2012 through August 31, 2013

The State of Missouri desires to amend Contract C312008001 to add the Department of Social Services, Division of Youth Services as an additional "state agency" that will utilize the contractor's services pursuant to the provisions, requirements, and prices of the contract.

For services provided for the Department of Social Services, Division of Youth Services, the contractor shall submit invoices to:

Department of Social Services
Division of Youth Services
3418 Knipp Dr., Suite A-1
Jefferson City, MO 65109

The Division of Youth Services anticipates 50 people requiring the First Aid, CPR, and AED Train-the-Trainer Training.

Each state agency using the contractor's services shall be responsible for the payment of services provided for that state agency.

All other requirements and provisions, including all prices, of the contract shall remain the same and apply hereto.

The contractor shall sign this document as acceptance and return it on or before the date indicated on page 1.



State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.

Ortmeyer, Laura

From: McCandless, Kathy
Sent: Thursday, July 12, 2012 9:59 AM
To: Ortmeyer, Laura
Subject: NR 886DFA13000005 - First Aid, CPR & AED Training

Follow Up Flag: Follow up
Flag Status: Flagged

Laura,

Getting back to this request, I finally got the information from DYS you requested in regards to being added to contract C312008001 which is a Department of Corrections contract for First Aid, CPR and AED Training. I have entered the above NR requesting to be added. If you need more information, please don't hesitate to contact me.

Thank you for your assistance with this.

Kathy

Kathy McCandless
Procurement Officer II
DSS/DFAS/Purchasing Unit
PO Box 1643
Jefferson City, MO 65102-1643
phone: 573-751-7555
fax: 573-526-4678
Kathy.McCandless@dss.mo.gov

This communication is being transmitted by the Department of Social Services (DSS) and is confidential, privileged, and intended only for the use of the recipient named above. If you are not the intended recipient, unauthorized disclosure, copying, distribution or use of the contents is strictly prohibited. If you have received this in error, please notify the sender and destroy the material received.

Ortmeyer, Laura

From: McCandless, Kathy
Sent: Wednesday, May 02, 2012 10:37 AM
To: Ortmeyer, Laura
Subject: RE: DSS/DYS using contract C312008001

Will do Laura and thank you!

From: Ortmeyer, Laura
Sent: Wednesday, May 02, 2012 10:23 AM
To: McCandless, Kathy
Subject: RE: DSS/DYS using contract C312008001

Again, let me apologize for my delay in responding to your email.

The Department of Corrections gave their approval on the addition of the Division of Youth Services to the contract. If your agency wishes to add DYS to the contract, please submit an NR and also provide information related to the number of individuals anticipated to be trained and the location of such trainings. Thanks.

From: McCandless, Kathy
Sent: Wednesday, April 18, 2012 7:55 AM
To: Ortmeyer, Laura
Subject: DSS/DYS using contract C312008001

Laura,

Would it be possible to get DSS/DYS added to the above contract and if so, what would I need to do to make that happen?

Thanks,
Kathy

Kathy McCandless
Procurement Officer II
DSS/DFAS/Purchasing Unit
PO Box 1643
Jefferson City, MO 65102-1643
phone: 573-751-7555
fax: 573-526-4678
Kathy.McCandless@dss.mo.gov

**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
CONTRACT RENEWAL/AMENDMENT
ROUTING GUIDE**

Action Performed	Route	Initials	Date
------------------	-------	----------	------

1. Initiate Preparation Instructions (If applicable) Buyer _____ Date _____

Renewal _____ Amendment _____ Admin. _____

- ____ (1a) % Increase with Signature Required
- ____ (1b) \$ Increase with Signature Required
- ____ (2) Asking to Extend
- ____ (3) No Increase, Signature not Required
- ____ (4a) % Increase, Bond Required, Signature Required
- ____ (4b) \$ Increase, Bond Required, Signature Required
- ____ (4c) No Increase, Bond Required, Signature Required
- ____ Per Bond \$ _____ Sur Bond \$ _____
- ____ Other -- See Attached

Increase/Decrease	Description
(_____ renewal period of _____)	
\$ _____%	_____
\$ _____%	_____
\$ _____%	_____

2. Prepare Renewal/Amendment Section Support _____ Date _____

HB600 Follow Up / <u>No Follow up</u>	Blind/Shelter Participation Follow Up / No Follow up	M/WBE Participation Follow Up / No Follow up
Date: _____		

Contractor's Email Address: Inewell@jbllearning.com dhoward@ECSInstitute.org
Agency - Kathy McCardless

3. Approve Renewal/Amendment Buyer _____ Date _____

Purch Mgr. LO 7/16/12

Section Mgr. MC 7/16/12

Assist. Dir. _____

4. Reproduce and Mail Amendment if signature is required Section Support OT 7/17/12

5. Prepare Award of Renewal/Amendment & Statewide Notice Buyer _____

6. Type Acceptance Language & Statewide Notice Section Support OT 7/23/12

7. Approve, Sign Award & Statewide Notice Buyer _____

Purch Mgr. LO 7/23

Section Mgr. MC 7/23/12

Assist. Dir. _____

8. Process in SAM II AM mm0057291 Section Support OT 7/25/12

ma
 (8a) Advise MBE/WBE Report Coordinator of Completed Renewal/Updated Subcontractor Information Section Support _____

9. Process (Copy and Distribute) Renewal/Amendment Section Support OT 7/25/12

10. Image Document Central Support _____



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C312008001	CONTRACT TITLE First Aid, CPR, and AED Training
AMENDMENT NUMBER Amendment #001	CONTRACT PERIOD September 1, 2012 through August 31, 2013
REQUISITION NUMBER NR 931 YYY12708321	VENDOR NUMBER 2614725400 2
CONTRACTOR NAME AND ADDRESS EMERGENCY CARE & SAFETY INSTITUTE 5 WALL ST BURLINGTON, MA 01803	STATE AGENCY'S NAME AND ADDRESS Department of Corrections, Training Academy P.O. Box 236, 1717 Industrial Drive, 3 rd Floor Jefferson City, MO 65102 Department of Corrections - Central Region Training Center P.O. Box 236, 1717 Industrial Drive, 1 st Floor Jefferson City, MO 65102 Department of Corrections – Eastern Region Training Center 901 Progress Drive, Suite 101 Farmington, MO 63640 Department of Corrections, Western Region Training Center 902 Edmond, Suite 300 St. Joseph, MO 64501
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C312008001 is hereby amended pursuant to the attached Amendment #001 dated 05/04/12.	
BUYER Laura Ortmeier	BUYER CONTACT INFORMATION Email: laura.ortmeyer@oa.mo.gov Phone: (573) 751- 4579 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 5/7/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT James Miluski	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL

AMENDMENT NO.: 001
CONTRACT NO.: C312008001
TITLE: First Aid, CPR, and AED Training
ISSUE DATE: 03/23/12

REQ NO.: NR 931 YYY12708321
BUYER: Laura Ortmeier
PHONE NO.: (573) 751-4579
E-MAIL: laura.ortmeier@oa.mo.gov

TO: EMERGENCY CARE & SAFETY INSTITUTE
5 WALL ST
BURLINGTON MA 01803

RETURN AMENDMENT BY NO LATER THAN: 04/06/12 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	laura.ortmeier@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Dept. of Corrections, Training Academy, Dept. of Corrections, Central Region Training Ctr,
Dept. of Corrections, Eastern Region Training Ctr, and Dept. of Corrections, Western Region Training Ctr

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Emergency Care & Safety Institute, a div. of JBLearning		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Jones & Bartlett Learning, LLC	
MAILING ADDRESS 5 Wall Street		IRS FORM 1099 MAILING ADDRESS 5 Wall Street	
CITY, STATE, ZIP CODE Burlington, MA 01803		CITY, STATE, ZIP CODE Burlington, MA 01803	
CONTACT PERSON Lawrence Newell, Ed.D., NREMT-P		EMAIL ADDRESS lnewell@jblearning.com	
PHONE NUMBER 703.771.6092		FAX NUMBER 866.429.4931	
TAXPAYER ID NUMBER (TIN) 26-1472540	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 2614725400 2
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 5-4-12	
PRINTED NAME Lawrence D. Newell		TITLE Executive Vice President	

AMENDMENT #001 TO CONTRACT C312008001

CONTRACT TITLE: First Aid, CPR, and AED Training

CONTRACT PERIOD: September 1, 2012 through August 31, 2013

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain and apply hereto.

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

NOTE: The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE

First Aid, CPR, and AED Training:

	Training Material	First Renewal Period
001	First Aid, CPR, and AED Train-the-Trainer Training	\$ <u>35.00</u> Per Student

Training Material:

	Training Material	First Renewal Period
002	First Aid, CPR, and AED Classroom DVD	\$ <u>59.00</u> Each
003	Student Workbook Covering First Aid, CPR, and AED	\$ <u>7.50</u> Each
004	Instructor Workbook to be used in The Train-the-Trainer training session And an Instructor Manual to be used by The Certified Instructor to teach the First Aid, CPR, and AED training	\$ <u>14.95</u> Per Set to include the Instructor Workbook and Instructor Manual
005	Student Certification	\$2.00 Each



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

SOLICITATION NUMBER B3Z12008	CONTRACT TITLE First Aid, CPR, and AED Training
CONTRACT NUMBER C312008001	CONTRACT PERIOD September 1, 2011 through August 31, 2012
REQUISITION NUMBER NR 931 YYY12708014	VENDOR NUMBER 2614725400 2
CONTRACTOR NAME AND ADDRESS EMERGENCY CARE & SAFETY INSTITUTE 5 WALL ST BURLINGTON, MA 01803	STATE AGENCY'S NAME AND ADDRESS Department of Corrections, Training Academy P.O. Box 236, 1717 Industrial Drive, 3 rd Floor Jefferson City, MO 65102 Department of Corrections - Central Region Training Center P.O. Box 236, 1717 Industrial Drive, 1 st Floor Jefferson City, MO 65102 Department of Corrections - Eastern Region Training Center 901 Progress Drive, Suite 101 Farmington, MO 63640 Department of Corrections, Western Region Training Center 902 Edmond, Suite 300 St. Joseph, MO 64501
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Emergency Care & Safety Institute in response to B3Z12008 is accepted in its entirety.	
BUYER Laura Ortmeier	BUYER CONTACT INFORMATION Email: laura.ortmeyer@oa.mo.gov Phone: (573) 751-4579 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE August 31, 2011
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT James Miluski	



August 19, 2011

Laura Ortmeyer
DPMM
301 West High Street, Room 630
Jefferson City, MO 65101-1517

Dear Ms. Ortmeyer,

Thank you for the opportunity to provide you with this bid for RFP B3Z12008. We are including a Catalog and Member Guide along with a sample of the text we would be using based on the RFP. Please do not hesitate to contact us should you have any questions or need any clarification. Thank you again!

Best regards,

Denise Howard, EMT
Regulatory Affairs Manager
Emergency Care & Safety Institute, a division of Jones & Bartlett
Learning, LLC
800.541.5696
dhoward@ecs institute.org
dhoward@jblearning.com



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 3
RFP NO.: B3Z12008
TITLE: First Aid, CPR, and AED Training
ISSUE DATE: 08/16/11

REQ NO.: NR 931 YYY12708014
BUYER: Laura Ortmeier
PHONE NO.: (573) 751-4579
E-MAIL: laura.ortmeier@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: AUGUST 22, 2011 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through One Year

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

Department of Corrections, Training Academy - Administration
P.O. Box 236, 1717 Industrial Drive, 3rd Floor
Jefferson City, MO 65102

Department of Corrections - Central Region Training Center
P.O. Box 236, 1717 Industrial Drive, 1st Floor
Jefferson City, MO 65102

Department of Corrections - Eastern Region Training Center
901 Progress Drive, Suite 101
Farmington, MO 63640

Department of Corrections, Western Region Training Center
902 Edmond, Suite 300
St. Joseph, MO 64501

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Emergency Care & Safety Institute, a div. of JB Learning
MAILING ADDRESS 5 Wall Street
CITY, STATE, ZIP CODE Burlington, MA 01803

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Jones & Bartlett Learning, LLC
IRS FORM 1099 MAILING ADDRESS 5 Wall Street
CITY, STATE, ZIP CODE Burlington, MA 01803

CONTACT PERSON Lawrence Newell, Ed.D., NREMT-P		EMAIL ADDRESS lnewell@jblearning.com	
PHONE NUMBER 703.771.6092		FAX NUMBER 866.429.4931	
TAXPAYER ID NUMBER (TIN) 26-1472540	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 2614725400-2
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 8/19/11	
PRINTED NAME Lawrence D. Newell		TITLE Executive Vice President	

AMENDMENT #3 to RFP B3Z12008

TITLE: First Aid, CPR and AED Training

CONTRACT PERIOD: Date of Award through One Year

RFP B3Z12008 is hereby revised as follows:

1. Item 2.1.3 is hereby revised.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)**

AMENDMENT NO.: 2
RFP NO.: B3Z12008
TITLE: First Aid, CPR, and AED Training
ISSUE DATE: 08/05/11

REQ NO.: NR 931 YYY12708014
BUYER: Laura Ortmeier
PHONE NO.: (573) 751-4579
E-MAIL: laura.ortmeier@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: AUGUST 22, 2011 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through One Year

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

Department of Corrections, Training Academy - Administration
P.O. Box 236, 1717 Industrial Drive, 3rd Floor
Jefferson City, MO 65102

Department of Corrections - Central Region Training Center
P.O. Box 236, 1717 Industrial Drive, 1st Floor
Jefferson City, MO 65102

Department of Corrections -- Eastern Region Training Center
901 Progress Drive, Suite 101
Farmington, MO 63640

Department of Corrections, Western Region Training Center
902 Edmond, Suite 300
St. Joseph, MO 64501

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	Emergency Care & Safety Institute, a div. of JBLearning
MAILING ADDRESS	5 Wall Street
CITY, STATE, ZIP CODE	Burlington, MA 01803

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	Jones & Bartlett Learning, LLC
IRS FORM 1099 MAILING ADDRESS	5 Wall Street
CITY, STATE, ZIP CODE	Burlington, MA 01803

CONTACT PERSON		EMAIL ADDRESS	
Lawrence Newell, Ed.D., NREMT-P		lnewell@jblearning.com	
PHONE NUMBER		FAX NUMBER	
703.771.6092		866.429.4931	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)		VENDOR NUMBER (IF KNOWN)
26-1472540	X FEIN ___ SSN		
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
___ Corporation ___ Individual ___ State/Local Government <input checked="" type="checkbox"/> Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		8/19/11	
PRINTED NAME		TITLE	
Lawrence D. Newell		Executive Vice President	

AMENDMENT #2 to RFP B3Z12008

TITLE: First Aid, CPR and AED Training

CONTRACT PERIOD: Date of Award through One Year

RFP B3Z12008 is hereby revised as follows:

1. The Return Proposal No Later Than date has been changed to 08/22/11 in lieu of 08/12/11.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)**

**AMENDMENT NO.: 1
RFP NO.: B3Z12008
TITLE: First Aid, CPR, and AED Training
ISSUE DATE: 08/05/11**

**REQ NO.: NR 931 YYY12708014
BUYER: Laura Ortmeier
PHONE NO.: (573) 751-4579
E-MAIL: laura.ortmeier@oa.mo.gov**

Amendment 2 changed the Return Proposal No Later Than date.

RETURN PROPOSAL NO LATER THAN: AUGUST 22, 2011 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

**(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809**

or

**(Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517**

CONTRACT PERIOD: Date of Award through One Year

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

Department of Corrections, Training Academy - Administration
P.O. Box 236, 1717 Industrial Drive, 3rd Floor
Jefferson City, MO 65102

Department of Corrections - Central Region Training Center
P.O. Box 236, 1717 Industrial Drive, 1st Floor
Jefferson City, MO 65102

Department of Corrections - Eastern Region Training Center
901 Progress Drive, Suite 101
Farmington, MO 63640

Department of Corrections, Western Region Training Center
902 Edmond, Suite 300
St. Joseph, MO 64501

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Emergency Care & Safety Institute, a div. of JBLearning		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Jones & Bartlett Learning, LLC	
MAILING ADDRESS 5 Wall Street		IRS FORM 1099 MAILING ADDRESS 5 Wall Street	
CITY, STATE, ZIP CODE Burlington, MA 01803		CITY, STATE, ZIP CODE Burlington, MA 01803	
CONTACT PERSON Lawrence Newell, Ed.D., NREMT-P		EMAIL ADDRESS lnewell@jblearning.com	
PHONE NUMBER 703.771.6092		FAX NUMBER 866.429.4931	
TAXPAYER ID NUMBER (TIN) 26-1472540	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 8/19/11	
PRINTED NAME Lawrence D. Newell		TITLE Executive Vice President	

AMENDMENT #1 to RFP B3Z12008

TITLE: First Aid, CPR and AED Training

CONTRACT PERIOD: Date of Award through One Year

RFP B3Z12008 is hereby revised as follows:

1. Item 2.2.5 a. is hereby added.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z12008
TITLE: First Aid, CPR, and AED Training
ISSUE DATE: 07/21/11

REQ NO.: NR 931 YYY12708014
BUYER: Laura Ortmeier
PHONE NO.: (573) 751-4579
E-MAIL: laura.ortmeier@oa.mo.gov

Amendment 2 changed the Return Proposal No Later Than date.

RETURN PROPOSAL NO LATER THAN: AUGUST 22, 2011 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: (U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809	or	(Courier Service) DPMM 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517
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CONTRACT PERIOD: Date of Award through One Year

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

Department of Corrections, Training Academy - Administration
P.O. Box 236, 1717 Industrial Drive, 3rd Floor
Jefferson City, MO 65102

Department of Corrections - Central Region Training Center
P.O. Box 236, 1717 Industrial Drive, 1st Floor
Jefferson City, MO 65102

Department of Corrections - Eastern Region Training Center
901 Progress Drive, Suite 101
Farmington, MO 63640

Department of Corrections, Western Region Training Center
902 Edmond, Suite 300
St. Joseph, MO 64501

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 06/28/11). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Emergency Care & Safety Institute, a div. of JBLEARNING		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Jones & Bartlett Learning, LLC	
MAILING ADDRESS 5 Wall Street		IRS FORM 1099 MAILING ADDRESS 5 Wall Street	
CITY, STATE, ZIP CODE Burlington, MA 01803		CITY, STATE, ZIP CODE Burlington, MA 01803	
CONTACT PERSON Lawrence Newell, Ed.D., NREMT-P		EMAIL ADDRESS lnewell@jblearning.com	
PHONE NUMBER 703.771.6092		FAX NUMBER 866.429.4931	
TAXPAYER ID NUMBER (TIN) 26-1472540	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 8/19/11	
PRINTED NAME Lawrence D. Newell		TITLE Executive Vice President	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of First Aid, CPR, and AED training as set forth herein.

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

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Pages
- 5) Exhibits A - F
- 6) Terms and Conditions

1.2 Background Information:

1.2.1 By policy, the Department of Corrections requires that all corrections officer, medical staff, and other institutional staff of the Department of Corrections be certified in standard First Aid and Cardiopulmonary Resuscitation (CPR).

1.2.2 Each institution within the Department of Corrections has obtained its own training services contract under their local procurement authority. However, the Department of Corrections now desires to establish a contract for this training to be provided at the Training Academy-Administration in Jefferson City and regionally at the three Department Training Centers located in St. Joseph, Jefferson City, and Farmington.

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

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) train-the-trainer training for designated staff of the Missouri Department of Corrections (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- 2.1.2 Soon after the effective date of the contract, the contractor shall provide train-the-trainer training to approximately 108 state agency staff. The contractor shall also provide train-the-trainer training to approximately 92 additional state agency staff during the Original Contract Period. Thereafter, the contractor shall provide train-the-trainer training to state agency staff on an as needed, if needed basis. The contractor shall certify such trained staff as First Aid, CPR, and AED Instructors. The state agency certified instructors shall then conduct First Aid, CPR, and AED training for approximately 9,000 state agency staff.

AMENDMENT 3 REVISED THE FOLLOWING:

- 2.1.3 The contractor's training must be in accordance with the most recent guidelines of the National First Aid Advisory Board.
- 2.1.4 The contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include the person/personnel provided by the contractor.
- 2.1.5 The contractor shall perform all services to the sole satisfaction of the state agency.
- ### 2.2 Specific Training Requirements:
- 2.2.1 The contractor shall conduct training session(s) at the following locations:
- Central Region Training Center, Jefferson City
 - Western Region Training Center, St. Joseph
 - Easter Region Training Center, Farmington
 - Training Academy – Administration, Jefferson City
- 2.2.2 The state agency shall schedule each training session at least 45 days in advance. The actual scheduling of the training sessions shall be mutually agreed upon between the state agency and contractor.
- The state agency shall have the right to modify or cancel a scheduled training session without incurring any liability, financial or otherwise, by providing the contractor with notice at least seven (7) calendar days prior to the date of the training session.
- 2.2.3 The contractor must conduct the training between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays. If the training is less than a total of eight hours, the training must be conducted in one day. However, if the training is more than a total of eight hours, the training must be conducted on consecutive days, with the number of hours of training per day approved by the state agency.
- 2.2.4 The state agency shall designate the state agency staff that will be participating in each training session.
- 2.2.5 The contractor shall consult with and obtain state agency approval prior to finalizing the curriculum and content for the training sessions.

AMENDMENT 001 ADDED THE FOLLOWING:

- a. The state agency currently uses the ZOLL AED+ in their institutions. The contractor's AED training must be compatible to the ZOLL AED+.
- 2.2.6 The contractor understands and agrees that the contractor's instructor(s) shall be mutually agreed upon between the state agency and the contractor prior to the instructor conducting a training session.
- a. The contractor's instructors shall be certified to conduct the First Aid, CPR, and AED train-the-trainer training sessions.
- 2.2.7 To the extent available, the state agency will provide, and make available for the contractor's use, technological resources, equipment, technical support, materials, and supplies required for the training. However, the contractor shall provide, or arrange for the provision of, any technological resources, equipment, technical support, materials, and supplies needed by the contractor to conduct the training but not available from the state agency.
- 2.2.8 The contractor shall develop an evaluation form, subject to the approval of the state agency. Following the completion of each training session, the contractor shall administer the evaluation form to each student.
- a. The contractor must provide a copy of all completed evaluation forms to the state agency on the last day of the training session.
- b. The contractor is advised that the information on the evaluation forms will be utilized to assist the state agency in determining whether the training session meets the needs and expectation of the state agency and the students. If modification of the content of a training session is deemed necessary, the contractor shall make such modification in cooperation with and with the approval of the state agency.
- 2.2.9 The state agency will supply a registration sheet and attendance rosters for the contractor. The contractor shall ensure the students sign the registration sheet at the start of the first day of the training session. The contractor shall use the attendance rosters to take the attendance at the beginning of each day of the training session and immediately following lunch in the afternoon. The contractor shall give the registration sheet and attendance rosters to the state agency at the end of the last day of the training session.
- 2.2.10 The contractor shall be responsible for coordination all of the contractor's travel, lodging, meals, and other related arrangements.
- 2.2.11 The contractor shall provide the training material needed by the state agency's Certified Instructors to conduct the First Aid, CPR, and AED Training, including the training materials required for the students attending the training. Such training material shall include the items listed below. The state agency estimates, but cannot guarantee, that the following quantity of materials will be needed:

Training Material	Initial Startup Following Effective Date of the Contract	Remaining Quantity for the Original Contract Period	Subsequent Renewal Period
a. First Aid, CPR, and AED classroom DVD	25	As Replacements or Additional Copies are Needed	As Replacements or Additional Copies are Needed
b. Student Workbooks Covering First Aid, CPR, and AED	300	700	As Replacements or Additional Copies are Needed

Training Material	Initial Startup Following Effective Date of the Contract	Remaining Quantity for the Original Contract Period	Subsequent Renewal Period
c. Instructor Workbook to be used in the Train-the-Trainer training session and an Instructor Manual to be used by the Certified Instructor to teach the First Aid, CPR, and AED training	108	92	50

2.2.12 The state agency anticipates, but cannot guarantee, that approximately 9,000 state agency staff will be trained by the state agency's Certified Instructors and that such students will need to be certified at all times in First Aid, CPR, and AED. Upon completion of a training session, the state agency shall inform the contractor of the students that participated in the training session and which students successfully completed the training and are to be certified in First Aid, CPR, and AED. The contractor shall provide a card or other type certification for provision by the state agency's Certified Instructors to each student successfully completing the First Aid, CPR, and AED training.

2.2.13 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.3 Invoicing and Payment Requirements:

2.3.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.3.2 Invoicing –

- a. Train-the-Trainer Training Session - Immediately following the completion of a train-the-trainer training session, the contractor shall submit an invoice to the state agency at the applicable address indicated on page one of this document. The invoice shall identify the location of the train-the-trainer training session, the date of the training session, the number of students participating in the training session, and the firm, fixed price per student as specified on the Pricing Page.
- b. Training Material – Following the contractor's provision of training materials, pursuant to an order of such from the state agency, the contractor shall submit an invoice to the state agency at the applicable address indicated on page one of this document. The invoice shall identify the training materials provided, the quantity of each training material provided, and the firm, fixed price per training material as specified on the Pricing Page.

- c. Student Certification – The contractor shall submit an invoice to the state agency at the applicable address indicated on page one of this document. The invoice shall identify the number of students successfully completing the First Aid, CPR, and AED training and for which a card or other type certification was provided to the state agency for provision to the student, the date of certification, and the firm, fixed price per Student Certification as specified on the Pricing Page.
- 2.3.3 Payments – The contractor shall be paid in accordance with the firm, fixed unit prices specified on the Pricing Page.
 - 2.3.4 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, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - 2.3.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
 - 2.3.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract.
 - 2.3.7 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
 - 2.3.8 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.
- 2.4 Other Contractual Requirements:**
- 2.4.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
 - a. A notice of award issued by the State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - 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 Division of Purchasing and Materials Management 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.
 - 2.4.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have

the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 2.4.3 **Renewal Periods** - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.4.4 **Termination** - The Division of Purchasing and Materials Management 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. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.4.5 **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.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.4.6 **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 have 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. The 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. In the event any insurance coverage is canceled, the state agency must be notified immediately.

- 2.4.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- 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.
 - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
 - d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
 - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
 - 2) shall not henceforth be in such violation and
 - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.4.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.4.9 Authorized Personnel:
- a. The contractor shall only utilize 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.

- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. 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:
 - 1) 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
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. 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.

2.4.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees 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; cost (including attorney fees); and damage of any kind related to such matters.

2.4.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. 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 state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.4.12 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 State of Missouri.

2.4.13 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 state agency.

- b. If required by the state agency, 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.

2.4.14 Contractor Equipment Use:

- a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, 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.
- b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.4.15 State agency equipment - Equipment purchased by the state agency and placed in the custody of the contractor shall remain the property of the state agency. The contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the state agency within the time frame specified by the state agency.

2.4.16 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.

- 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Proposal Submission Instructions:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE PROPOSALDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal 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 proposals may be submitted in a notebook or binder.
- b. Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
 - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Proposal & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.2 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.2 Proposal Submittal Documentation - The offeror should include completed copies of each exhibit and any other documentation requested or required herein with the proposal. The offeror is cautioned that it is the offeror's sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may adversely affect the evaluation of the proposal.

3.2.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

- 3.2.2 Experience - The offeror should complete Exhibit A with information related to previous and current services/contracts performed by the offeror's organization which are similar to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. If information about current and/or previous experiences is not identified in the proposal or if a sufficient number is not provided, the Division of Purchasing and Materials Management may request such information. If requested, the Division of Purchasing and Materials Management must receive the information by no later than the date specified by the Division of Purchasing and Materials Management at the time of the request.
- 3.2.3 The offeror should complete and submit Exhibit B, Miscellaneous Information.
- 3.2.4 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror'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 offeror should complete applicable portions of Exhibit C Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.
- 3.2.5 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror 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 offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily 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)
- 3.3 **Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 3.3.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.3.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.3.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

3.3.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.4 Evaluation and Award Process - Proposals will be evaluated and awards made as specified below:

3.4.1 Determination of Lowest Priced Offeror including Consideration of Preferences – The offeror with the most points after completing the cost calculations and determining bonus points as specified below is considered the lowest offeror.

a. Objective Evaluation of Cost – The cost evaluation shall be based on a total cost determined using the quantities provided below and the prices stated on the Pricing Page for the original and each potential renewal period.

Training Material	Quantity
First Aid, CPR, and AED Train-the-Trainer Training Original Contract Period only	200 students
First Aid, CPR, and AED Train-the-Trainer Training Each Renewal Period	50 students
First Aid, CPR, and AED classroom DVD Original Contract Period only	25
First Aid, CPR, and AED classroom DVD Each Renewal Period	1
Student Workbooks Covering First Aid, CPR, and AED Original Contract Period	1000
Student Workbooks Covering First Aid, CPR, and AED Each Renewal Period Contract Period	100
Instructor Workbook to be used in the Train-the-Trainer training session and an Instructor Manual to be used by the Certified Instructor to teach the First Aid, CPR, and AED training Original Contract Period only	200 sets, including the Instructor Workbook and Instructor Manual
Instructor Workbook to be used in the Train-the-Trainer training session and an Instructor Manual to be used by the Certified Instructor to teach the First Aid, CPR, and AED training Each Renewal Period	50 sets, including the Instructor Workbook and Instructor Manual
Student Certification	9000 state agency staff, including any retraining of such staff in order to maintain their certification throughout the potential five years of the contract, and assuming no staff member has been certified as of the effective date of the contract

1) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 200 = \text{Cost evaluation points}$$

2) Offerors shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend

to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

- b. Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- 1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate - The offeror must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- 2) A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- 3) The websites for the Missouri Lighthouse for the Blind and the Alhpointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com> and <http://www.alhpointe.org>

- 4) Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

- c. Missouri Service-Disabled Veteran Business Preference - Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Exhibit F, Missouri Service-Disabled Veteran Business Preference with the proposal. If the proposal does not include the completed Exhibit F and the documentation specified on Exhibit F in accordance with the instructions provided therein, no preference points will be applied.

3.4.2 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.

3.4.3 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive offeror.

- a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services within the past three years by the offeror or any subcontractor(s) proposed to provide training services, and/or (2) inability of the offeror to document recent responsible and reliable past experience/performances similar to the services required.

- b. If the lowest responsive offeror is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive offeror.

3.4.4 Determination of Award - The contract will be awarded to the lowest, responsive, and responsible and reliable offeror determined as specified herein.

4. PRICING PAGE

- 4.1 **First Aid, CPR, and AED Training** - The offeror shall provide a price per student for providing First Aid, CPR, and AED train-the-trainer training services in accordance with the provisions and requirements of this RFP. The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period. All costs associated with providing the required services shall be included in the stated prices.

	Training Material	Original Contract Period	First Renewal Period	Second Renewal Period	Third Renewal Period	Fourth Renewal Period
001	First Aid, CPR, and AED Train-the-Trainer Training	\$35.00 Per Student	\$38.50 Per Student	\$42.35 Per Student	\$46.50 Per Student	\$46.50 Per Student

- 4.2 **Training Material** - The offeror shall provide a unit price for each of the following training materials. The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period. All costs associated with providing the required services shall be included in the stated prices.

	Training Material	Original Contract Period	First Renewal Period	Second Renewal Period	Third Renewal Period	Fourth Renewal Period
002	First Aid, CPR, and AED Classroom DVD	\$59.00 Each	\$64.90 Each	\$71.35 Each	\$78.50 Each	\$78.50 Each
003	Student Workbook Covering First Aid, CPR, and AED	\$7.50 Each	\$8.25 Each	\$9.00 Each	\$9.90 Each	\$9.90 Each
004	Instructor Workbook to be used in the Train-the-Trainer training session and an Instructor Manual to be used by the Certified Instructor to teach the First Aid, CPR, and AED training	\$14.95 Per Set, to include the Instructor Workbook and Instructor Manual	\$16.45 Per Set, to include the Instructor Workbook and Instructor Manual	\$18.00 Per Set, to include the Instructor Workbook and Instructor Manual	\$19.80 Per Set, to include the Instructor Workbook and Instructor Manual	\$19.80 Per Set, to include the Instructor Workbook and Instructor Manual
005	Student Certification	\$2.00 Each	\$2.00 Each	\$2.00 Each	\$2.50 Each	\$2.50 Each

- 4.3 **Term of Certification** - The offeror shall indicate the duration of the certification for the state agency staff participating in the train-the-trainer First Aid, CPR, and AED training.

_____ 2 _____ Years

The offeror shall also indicate the duration of a student's First Aid, CPR, and AED certification training as obtained by participating in the training conducted by state agency Certified Instructors:

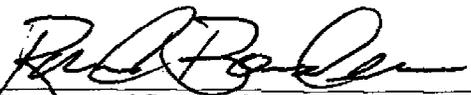
_____ 2 _____ Years

EXHIBIT A**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: Emergency Care & Safety Institute/JB Learning	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Boy Scouts of America (BSA) NHQ
Address of Reference Company ✓ Street Address ✓ City, State, Zip	1325 West Walnut Hill Lane PO Box 15209 Irving, TX 75015-2079
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Richard R. Bourlon, P.E., CSP Team Leader, Health & Safety 972.580.2156 / F 972.580.7808 Richard.bourlon@scouting.org
Dates of Services:	March, April, July, 2010. March, April 2011
If service/contract has terminated, specify reason:	One-time national event, other training ongoing
Dollar Value of Services	\$100,000
Description of Services Performed. Identify the subject/content of the training session and include information regarding the number of training sessions conducted, number of students per training session, and total number of students trained.	Trained 5,000 scouts and scout leaders in one day event at national jamboree. Over 1,000 manikins utilized. Coordinated, instructed, and recruited all necessary instructional support. Also provided 4 Train-the-Trainer courses at three of their high-adventure camps.

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:


Signature of Contact Person Verifying Information

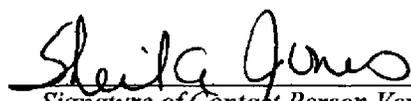
8/19/11
Date of Signature

EXHIBIT A**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: Emergency Care & Safety Institute/JB Learning	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Loudoun County Public Schools
Address of Reference Company ✓ Street Address ✓ City, State, Zip	Sheila Jones 21000 Education Court Ashburn, VA 20147
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Sheila Jones, Curriculum and Instruction Supervisor <u>Sheila.jones@lcps.org</u> 571-252-1430
Dates of Services:	August, 2009
If service/contract has terminated, specify reason:	One time Train-the-trainer event. On-going training of students
Dollar Value of Services	\$50,000
Description of Services Performed. Identify the subject/content of the training session and include information regarding the number of training sessions conducted, number of students per training session, and total number of students trained.	Trained nearly 200 school employees as CPR, AED, First Aid instructors, in order for them to train over 6,000 students per year.

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:


Signature of Contact Person Verifying Information

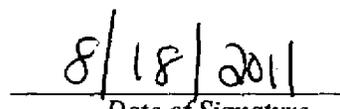

Date of Signature

EXHIBIT B

MISCELLANEOUS INFORMATION

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

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

Employee Bidding/Conflict of Interest - Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	N/A
In what office/agency are they employed?	N/A
Employment Title:	N/A
Percentage of ownership interest in offeror's organization:	N/A %

EXHIBIT C

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

BUSINESS ENTITY CERTIFICATION:

The offeror 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 who 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 utilizes 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 _____ (RFP Number) 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 Division of Purchasing and Materials Management 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 C, 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 Jones & Bartlett Learning, LLC / Emergency Care & Safety Institute (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Lawrence D. Newell, Ed.D., NREMT-P,
CCEMT-P



*Authorized Business Entity
Representative's Signature*

Authorized Business Entity Representative's
Name (Please Print)

Jones & Bartlett Learning / Emergency Care &
Safety Institute

08/18/11

Business Entity Name

Date

Inewell@jblearning.om

E-Mail Address

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

- X** 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
- X** Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted; AND
- X** Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT C, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

Comes now Denise L. Howard (Name of Business Entity Authorized Representative) as Regulatory Affairs Manager (Position/Title) first being duly sworn on my oath, affirm Jones & Bartlett Learning, LLC (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 Jones & Bartlett Learning, LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

<u><i>Denise L. Howard</i></u> Authorized Representative's Signature	<u>Denise L. Howard</u> Printed Name
<u>Regulatory Affairs Manager</u> Title	<u>08/19/11</u> Date
<u>dhoward@jblearning.com</u> E-Mail Address	<u>441804</u> E-Verify Company ID Number

Subscribed and sworn to before me this 1st of August. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Duval, State of
(NAME OF COUNTY)
Florida, and my commission expires on August 18, 2012
(NAME OF STATE) (DATE)

Esther B. Dodd _____
Signature of Notary Date 8/19/2011

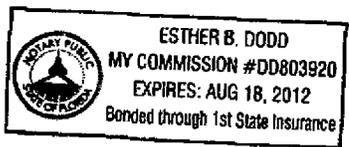


EXHIBIT C, continued

(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 offeror's name and the MOU signature page completed and signed by the offeror 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)

N/A

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT D

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop, the offeror must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.	
2.	

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

_____	Organization for the Blind	_____	Sheltered Workshop
-------	-------------------------------	-------	-----------------------

Name of Organization _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

Describe the products/services you *(as the participating organization)* have agreed to provide:

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT F

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

Service-Disabled Veteran 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 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.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the offeror's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors 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 Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **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 operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **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 DPMM.
- 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 RFP 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. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors 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. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, 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 offeror 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 proposal. In addition, the offeror 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer 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 RFP.
- e. In the event that the offeror 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 RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM 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 RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror 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 proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM 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 DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM 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 proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, 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.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. 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 an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM 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 DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 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 DPMM or by a modified purchase order 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.

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. 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 DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (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 state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri 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 proposal 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.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. 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 DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM 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.

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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 06-28-11



Company ID Number: 441804

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Jones & Bartlett Learning, LLC	
Denise Howard	
Name (Please Type or Print)	Title
Electronically Signed	08/19/2011
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Jones & Bartlett Learning, LLC
Company Facility Address:	5 Wall Street
	Burlington, MA 01803
Company Alternate Address:	
County or Parish:	MIDDLESEX
Employer Identification Number:	261472540

E-Verify System was down - they were unable to process in time for shipment.

Company ID Number: 441804

North American Industry Classification Systems Code:	611
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• MASSACHUSETTS 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Lawrence d Newell	Fax Number:
Telephone Number:	(703) 771 - 6092	
E-mail Address:	lnewell@jblearning.com	
Name:	Denise L Howard	Fax Number:
Telephone Number:	(800) 541 - 5696	
E-mail Address:	dhoward@jblearning.com	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/19/2011PRODUCER (617)723-0700 FAX: (617)723-7275
Cleary Insurance, Inc.
226 Causeway Street

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Boston MA 02114-2155

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Ascend Learning Holdings, LLC
Jones & Bartlett Learning LLC
40 Tall Pine Drive

INSURER A: Federal Insurance Company

20281

INSURER B:

INSURER C:

INSURER D:

Sudbury MA 01776-2256

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	3588-74-40	11/30/2010	11/30/2011	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ Excluded
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
A		AUTOMOBILE LIABILITY	3588-74-40	11/30/2010	11/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
A		EXCESS / UMBRELLA LIABILITY	7986-36-24	11/30/2010	11/30/2011	EACH OCCURRENCE \$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 0				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7173-32-26	11/30/2010	11/30/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The State of Missouri is additional insured on General Liability when required by written contract per form 80-02-2367 (08/04). Subject to policy terms, conditions and exclusions Cancellation 30 days, except 10 days for nonpayment of premium

CERTIFICATE HOLDER

State of Missouri
DPMM
PO Box 809
Jefferson City, MO 65102-0809

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeanne Lewis/JML

*Jeanne M. Lewis*ACORD 25 (2009/01)
INS025 (200901)

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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)
Jones & Bartlett Learning, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P** Exempt payee

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
5 Wall Street

City, state, and ZIP code
Burlington, MA 01803

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-				-			
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Employer identification number

2	6	-	1	4	7	2	5	4	0
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Shelley Klein* Date ▶ *7/26/11*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ECSI

EMERGENCY CARE
& SAFETY INSTITUTE
Life Saving Training. Simplified.



About ECSI

At the Emergency Care & Safety Institute (ECSI), our goals are simple. We want to provide the absolute best training materials available at the lowest prices possible to help you teach others how to save lives. We also strive to eliminate administrative burdens, allowing you to focus on more worthwhile aspects of your job. If these simple philosophies are in line with what you expect from a training provider, then the Emergency Care & Safety Institute is for you.

ECSI provides training that leads to certifications that meet job-related requirements as defined by regulatory authorities such as OSHA, The Joint Commission, and state offices of EMS, Education, and Health. Our courses are delivered throughout a range of industries and markets worldwide, including:

- Colleges and universities
- Corporations
- Government agencies
- Hospitals
- Private training companies
- Public safety agencies
- School systems

Online and in the classroom, we offer world-class training solutions in the areas of:

- Advanced cardiac life support (ACLS)
- Automated external defibrillation (AED)
- Babysitter safety
- Driver safety
- CPR (layperson and professional levels)
- First aid (multiple courses available)
- Emergency medical responder (formerly first responder)
- Infection control
- Oxygen administration
- And more!

Why Choose ECSI?

With ECSI, you can have everything you want from a single, internationally recognized training organization. Not only do we offer superior training materials to benefit your students and make life easy for you, but they are also available at extremely low prices to benefit your bottom line! Plus, we offer you these benefits without the administrative headaches and fees associated with other training organizations.

Here is why ECSI is the smart choice:

Ease of Administration: ECSI Education Centers manage their own course rosters, have no restrictions on who or where they teach, and are able to teach with other training organizations should they choose to do so. Plus, we do not handcuff our educators with rigid course delivery requirements and allow them to teach our courses the way they choose.

Free Course Completion Cards: ECSI provides free course completion cards with each student manual or online course access code purchased by our Education Centers. Plus, our new "universal cards" enable our Education Centers to issue one laminated course completion card for up to three different courses—saving you both time and money.

High-Quality Materials: When you order your training materials from ECSI, you do not have to sacrifice quality for affordability. Our highly developed, four-color student manuals feature the latest medical content and are filled with tips and tools to help your students succeed. We have also earned a reputation for providing superior instructor support materials that help to make life easy for our educators.

Zero Fees: Joining ECSI is easy and involves no training center or instructor fees. Once you are on-board, you can forget about having to pay recurring fees as well.

How to Join ECSI

The process of becoming a new Education Center or Instructor with the Emergency Care & Safety Institute is easy. First, complete the free Education Center application at www.ECSInstitute.org in order to have your training center approved as an ECSI Education Center. Applications will be reviewed upon receipt. Education Center applicants will receive written notification of the decision within two days after receipt of complete applications.

Once a new Education Center is approved, additional individuals may apply to teach for that Education Center. Individuals can become ECSI Instructors by:

- Requesting instructor reciprocity
- Completing an ECSI Instructor Development Course (IDC)

Don't wait to join the Emergency Care & Safety Institute?

Visit www.ECSInstitute.org to get started or call 1-800-71-ORANGE to speak with an ECSI Membership Representative.

ECSI Course Matrix

ECSI Course	Approximate Course Length (Hours) [†]	Course Completion Card Available	Card Validity Period (Years)	Online Course Available	Classroom Resources Available
AED	1	✓	2	✓	✓
BLAST! (Babysitter Lessons and Safety Training)	4	✓	N/A	✓	✓
Bloodborne and Airborne Pathogens	2	✓	1	✓	✓
CPR and AED (Layperson)	1-2	✓	2	✓	✓
eACLS	6.5-14	✓	2	✓	✓
First Aid	2-2.5	✓	2	✓	✓
Standard First Aid, CPR, and AED	3-4.5	✓	2	✓	✓
Advanced First Aid, CPR, and AED	36-40	✓	2	✓	✓
Emergency Medical Responder (Formerly First Responder)	40+	✓	2		✓
Fleet Driver Safety	4	✓	2		✓
Health Care Provider CPR (Professional)	4-5	✓	2	✓	✓
Oxygen Administration	1-1.5	✓	2		✓
Pediatric First Aid for Caregivers and Teachers (PedFACTs)	5	✓	2		✓
Pet First Aid and Disaster Response	3.5	✓	2		✓
Sports First Aid and Injury Prevention	3-6	✓	2		✓

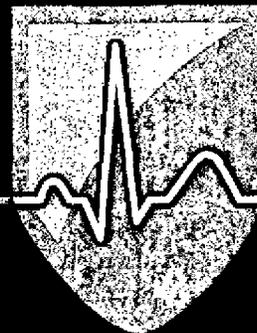
[†] Refresher courses may be substantially less in time

ECSI programs are offered in association with the American Academy of Orthopaedic Surgeons (AAOS) and the American College of Emergency Physicians (ACEP)—two of the most renowned medical organizations in the world. These organizations provide medical direction to the Emergency Care & Safety Institute and stand behind the content of our training materials.

The Emergency Care & Safety Institute's training materials are developed and distributed by Jones & Bartlett Learning, the exclusive publisher for ECSI.

ECSI

EMERGENCY CARE
& SAFETY INSTITUTE



2011 Catalog and Member Guide

Life Saving Training. Simplified.

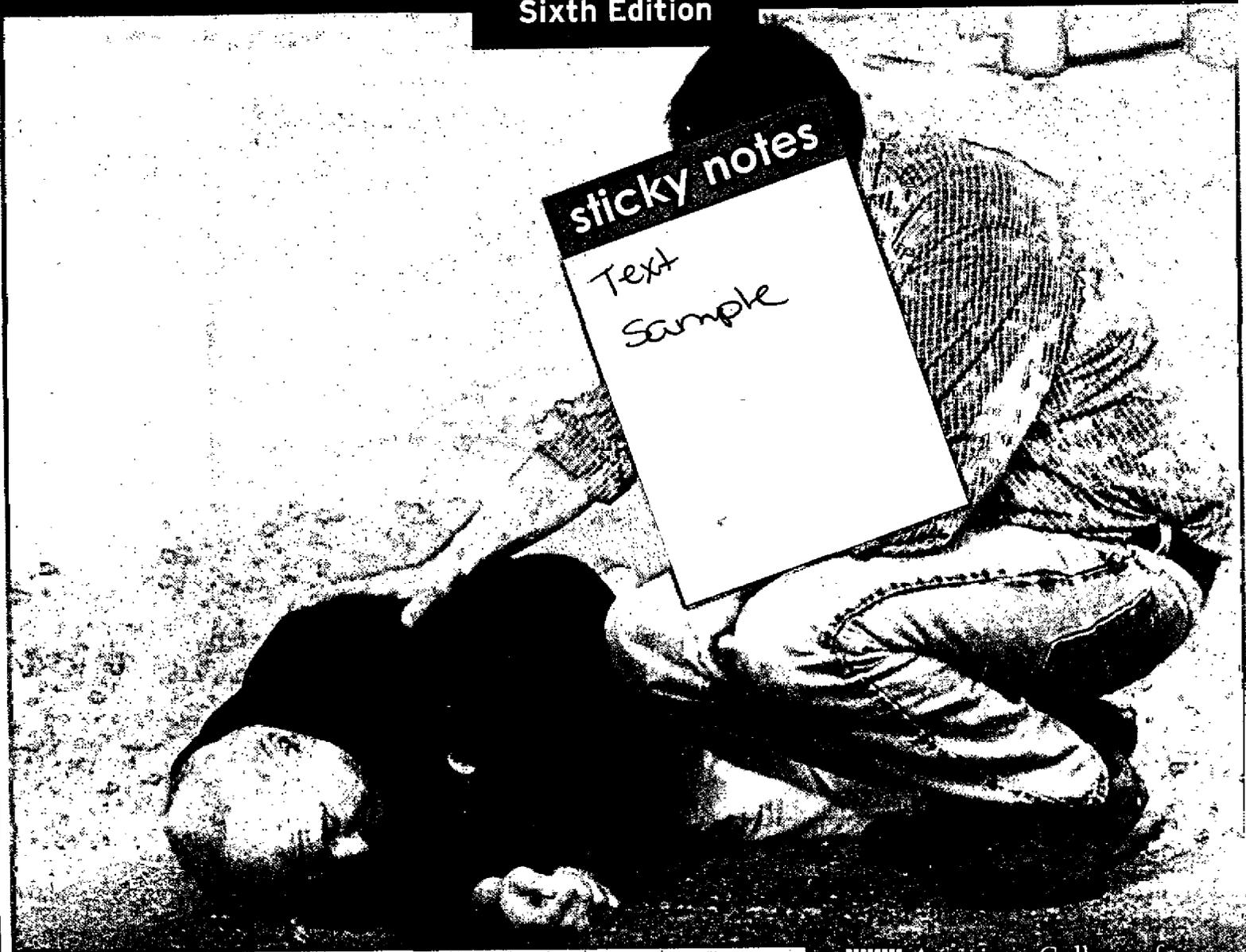
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AAOS

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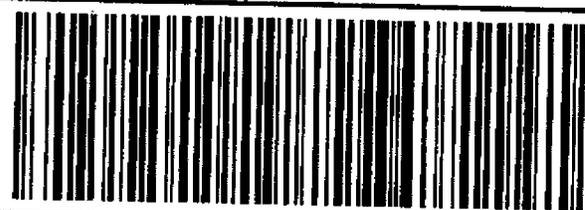
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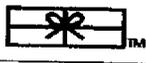
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Reference#1: RFP B3Z12008
 Reference#2: 08/22/11



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Company ID Number: 441804

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Jones & Bartlett Learning, LLC	
Denise L Howard	
Name (Please Type or Print)	Title
Electronically Signed	08/19/2011
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	08/19/2011
Signature	Date
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Jones & Bartlett Learning, LLC
Company Facility Address:	5 Wall Street
	Burlington, MA 01803
Company Alternate Address:	
County or Parish:	MIDDLESEX
Employer Identification Number:	261472540

E-Verify



Company ID Number: 441804

North American Industry Classification Systems Code:	611
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• MASSACHUSETTS 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Lawrence d Newell	Fax Number:
Telephone Number:	(703) 771 - 6092	
E-mail Address:	lnewell@jblearning.com	
Name:	Denise L Howard	Fax Number:
Telephone Number:	(800) 541 - 5696	
E-mail Address:	dhoward@jblearning.com	