

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 21st day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby award bid 32-24JUN11 -- Solid Block Asphalt to Paving Maintenance Supply. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21st day of July, 2011.

ATTEST:

Wendy S. Noren CC
Wendy S. Noren
Clerk of the County Commission

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 24, 2011
RE: Bid Award Recommendation: 32-24JUN11 – Solid Block Asphalt

The Bid for *32-24JUN11 – Solid Block Asphalt* closed on June 24, 2011. Three bids were received. Purchasing and Public Works recommend award to Paving Maintenance Supply of Lee's Summit, Missouri for offering the lowest and best bid for Boone County.

This is a term and supply contract and invoices will be paid from departments 2040 – PW – Maintenance Operations, account 26000 – Pavement Repairs Materials. \$109,000 remains in the account at the time.

cc: Jane Telander/Greg Edington, PW
Bid File

**PURCHASE AGREEMENT
FOR
Solid Block Asphalt - Term and Supply**

THIS AGREEMENT dated the 21 day of July 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Paving Maintenance Supply, Inc.** herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Solid Block Asphalt Term and Supply**, County of Boone Request for Bid number **32-24JUN11**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **June 21, 2011** and executed by **Mike Cook**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **July 1, 2011** and extend through **December 31, 2011** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional six-month periods** subject to the pricing clauses in the contractor's RFB response. This agreement may be renewed thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

Solid Block Asphalt Sealant, with 38,000 pound minimum order	\$0.483 / pound
Long Handle "V" Squeegee w/12" red (high heat silicone) blade	\$45.95 / each
12" Red (high heat silicone) replacement squeegee blades	\$10.75 / each

4. Delivery - Contractor agrees to deliver the product as set forth in the bid documents within 14-21 days after receipt order. All deliveries will be FOB destination.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department located at 5551 Hwy 63 South Columbia, MO 65201. Statements may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

PAVING MAINTENANCE SUPPLY, INC.

by Michael A. Cook

title Branch Manager

address 1808 SW Market St

Lee's Summit, MO 64082

BOONE COUNTY, MISSOURI

by: Boone County Commission

Edward H. Robb

Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

J. B. [Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
Signature

7/1/11
Date

2040-26000 - Term & Supply
No Encumbrance Required
Appropriation Account

4. Response Form

- 4.1. Company Name: Paving Maintenance Supply, Inc.
- 4.2. Address: 1808 SW Market
- 4.3. City/Zip: Lee's Summit, MO 64082
- 4.4. Phone Number: (816) 525-8755
- 4.5. Fax Number: (816) 525-8756
- 4.6. Federal Tax ID: 04 3223473
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **PRICING**

	Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1.	38,000 lbs	Solid Block Asphalt Sealant	\$.483 /lb	\$18,354.00
4.7.2.	6	Long Handle "V" Squeegee with 12" red (high heat silicone) blade	\$ 45.95/each	\$275.70
4.7.3.	12	12" Red (high heat silicone) replacement squeegee blades	\$ 10.75/each	\$129.00
4.7.4.	GRAND TOTAL			\$18,758.70

4.7.5. **Maximum Percentage Increase for Renewal Periods**

- 10 % 2nd Six-month renewal
- n/a % 3rd Six-month renewal
- n/a % 3rd Six-month renewal

4.7.6. Delivery After Receipt of Order: 14-21 Days

4.7.7. Is there a minimum order required on the Solid Block Asphalt Sealant? (yes/no) yes. If yes, what is the minimum order requirement? 38,000 pounds

4.7.8. Describe Vendor Return Policy: 20% restocking fee, fob, PMSI lot.

4.8. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.10. Today's Date: 6/21/2011

4.10.1. Authorized Representative (Sign By Hand):

Michael A Cook

4.10.2. Type or Print Signed Name:

Mike Cook



MATERIAL SAFETY DATA SHEET

MSDS No. CRF030

Date of Preparation: **April 14, 2010**

Revision No.1

Section 1 – Chemical Product and Company Information

Product/Chemical Name:	Crafco Roadsaver, Polyflex, Parking Lot, Asphalt Rubber, DF, Superflex, Loop Detector, Pavement Joint Adhesive, Polyfiber, Fiber Asphalt, Marker Adhesive Products, Quikstix
Chemical Formula:	Mixture
CAS Number:	Mixture
Other Designations:	Modified Asphalt
General Use:	Road and Roofing Asphalt Sealant
Manufacturer:	CRAFCO, Inc., 420 North Roosevelt Avenue, Chandler, AZ 85226; Phone 602-276-0406; Hours of Operation 7:30 am – 4:30 pm; ERGON 24 Hour Emergency Phone Number 1-800-222-7122; CHEMTREC 1-800-424-9300.

Section 2 – Composition / Information on Ingredients

Ingredient Name	CAS Number	% Vol
Asphalt	8052-42-4	40-95
Hydrotreated Heavy Naphthenic Distillate	64742-52-5	0-15
Styrene-Butadiene Block Copolymer	9003-55-8	0-15
Ethylene-Butadiene Block Copolymer	66070-58-4	0 -15.0
Vulcanized Rubber Compound	N/A	0-25
Polyester Fibers	25038-59-9	0-10
Mineral Filler (Limestone)	1317-36-3, 1317-65-3	0-50

INGREDIENT	OSHA PEL		ACGIH TLV		NIOSH REL		NIOSH IDLH
	TWA	STEL	TWA	STEL	TWA	STEL	
Asphalt	None estab.	None estab.	0.5 mg/m ³ (inhalable fraction, as benzene-soluble aerosol)	None estab.	None estab.	5 mg/m ³ (ceiling)	None estab.
Hydrotreated Heavy Naphthenic Distillate	5 mg/m ³ (Oil Mist)	None estab.	5 mg/m ³ (Oil Mist)	10 mg/m ³ (Oil Mist) (ceiling)	5 mg/m ³ (Oil Mist)	10 mg/m ³ (Oil Mist) (ceiling)	2,500 mg/m ³ (Oil Mist)
Styrene-Butadiene Block Copolymer	None estab.	None estab.	None estab.	None estab.	None estab.	None estab.	None estab.
Ethylene-Butadiene Block Copolymer	None estab.	None estab.	None estab.	None estab.	None estab.	None estab.	None estab.
Vulcanized Rubber Compound	None estab.	None estab.	None estab.	None estab.	None estab.	None estab.	None estab.
Polyester Fibers	None estab.	None estab.	None estab.	None estab.	None estab.	None estab.	None estab.
Limestone	5 mg/m ³ (respirable particulate)	None estab.	10 mg/m ³ (respirable dust)	None estab.	5 mg/m ³ (respirable particulate)	None estab.	None estab.

Section 3 – Hazards Information

<p>EMERGENCY OVERVIEW</p> <p>POTENTIAL HEALTH EFFECTS</p>	<p>HMIS H-2 F-1 R-0 PPE* * Sec.8</p>
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MSDS No. CRF030

Revision No.1

Date of Preparation: **April 14, 2010**

Primary Entry Routes: Inhalation and absorption.

Target Organs: Mucous membranes, skin, and digestive tract.

Acute Effects: Exposure to product fumes, vapors, or mists in concentrations above the PEL/TLV may lead to systemic symptoms (salivation, vomiting, respiratory difficulties, dizziness, headache, loss of papillary reflexes, cyanosis, hypothermia, and mild convulsions).

Inhalation: Exposure to product fumes, vapor and dust may result in irritation to the respiratory tract. Prolonged exposure in excess of the permissible exposure air concentrations may result in acute toxic effects such as respiratory difficulty, convulsions, central nervous system effects and possible cardiovascular collapse.

Eye: Exposure to product fumes, vapors or mists may cause irritation. Liquid exposure may cause irritation. Symptoms may include a burning sensation, intolerance to light, redness/swelling/tearing, and possible erosion of the surface of the cornea. Direct contact with hot material will cause thermal burns and possible blindness.

Skin: Skin contact may cause irritation which when accentuated by sunlight may result in a phototoxic reaction. Prolonged and repeated liquid contact may result in dermatitis, folliculitis, oil acne or skin tumors. Absorption through the skin may cause liver damage. Contact with hot material will cause thermal burns.

Ingestion: None expected. Ingestion of hot material will cause thermal burn. Ingestion may cause irritation of the gastrointestinal tract followed by one or more of the following: nausea, vomiting, blockage, and diarrhea.

Carcinogenicity: Based on OSHA 1910.1200 and IARC study requirements, this product does not require labeling. Meets EU requirement of less than 3% (w/w) DMSO extract for total polycyclic aromatic compound (PAC) using IP 346. NTP and OSHA do not list this product as a potential carcinogen.

Medical Conditions Aggravated by Long-Term Exposure: Individuals with chronic respiratory or pre-existing skin disorders may be adversely affected by exposure to product fumes, vapors or mists. Persons with a history of liver disease, kidney disease or central nervous system depression are at a greater than normal risk of developing adverse health effects when working with this product.

Chronic Effects: Prolonged and repeated skin contact in the absence of recommended hygiene practices may cause oil acne, folliculitis, and more serious skin disorders (i.e. changes in skin pigmentation, ulcerations, benign skin growths, skin cancer).

Section 4 – First Aid Measures

Inhalation: Remove to fresh air. Apply artificial respiration if needed. Seek medical attention.

Eye Contact: Flush eyes immediately with large amount of water for at least 15 minutes. Seek medical attention.

Skin Contact: Remove all contaminated clothing and wash exposed area thoroughly with non-abrasive soap and water.

Ingestion: If person is conscious, first induce vomiting to prevent further absorption. After vomiting, the victim may be given a slurry of 100g of activated charcoal in 8 ounces of water. Do not give anything by mouth to an unconscious person. Seek medical attention.

MATERIAL SAFETY DATA SHEET

MSDS No. CRF030

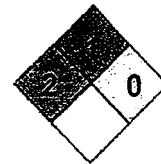
Date of Preparation: **April 14, 2010**

Revision No.1

Section 5 – Fire Fighting Measures

Flash Point: >400°F minimum
Flash Point Method: Unknown
Auto Ignition Temperature: >700°F
LEL: Not determined.
UEL: Not determined.

NFPA



Flammability Classification: Class IIIB
Extinguishing Media: CO₂, dry chemical foam and water spray.
Unusual Fire or Explosion Hazards: Material is not a combustible liquid per the OSHA Hazard Communication Standard, but will ignite and burn at temperatures exceeding the flash point. Closed containers may explode when exposed to extreme heat. Water spray may cause frothing.
Hazardous Combustion Products: Carbon monoxide, carbon dioxide, sulfur dioxide, hydrogen sulfide. Upon decomposition (burning), may emit toxic fumes/vapors with can form flammable/explosive mixtures in air.
Fire-Fighting Instructions: Use of foam or water may cause frothing. Do not release runoff from fire control methods to sewers or waterways. Use a water spray to cool fire-exposed containers.
Fire-Fighting Equipment: Use self-contained breathing apparatus in enclosed areas where heavy smoke appears.

Section 6 – Accidental Release Matters

Spill/Leak Procedures: Stop spill at source if possible without hazard. Remove sources of heat or ignition. Avoid breathing vapors, mists or fumes. Avoid skin contact. Cleanup personnel should be provided with appropriate clothing. Contain spilled material by diking/berming with absorbent solids such as sand or soil. Do not release runoff into sewers or waterways. In cases involving release to the environment such as a waterway of the United States, contact the National Response Center at 1-800-424-8802. In Canada, report releases to the appropriate Provincial authorities.

Section 7 – Handling and Storage

Handling Precautions: Unheated material presents no known hazards. Avoid prolonged or repeated contact with the skin or breathing fumes, vapors or mists. Wear appropriate protective equipment when performing maintenance on contaminated equipment. Exercise good personal hygiene including the removal of contaminated clothing and prompt washing with soap and water.
Storage Requirements: Ground and bond all transfer and storage equipment. Store in properly closed, labeled containers away from sources of ignition. Store containers in a well ventilated, clean and dry area.
Regulatory Requirements: None known.

Section 8 – Exposure Controls / Personal Protection

Engineering Controls: Use local or exhaust ventilation in all enclosed areas or if there is inadequate ventilation to control exposure.
Ventilation: Provide general or local exhaust ventilation systems to maintain airborne concentrations below OSHA PELs (Sec. 2). Local exhaust ventilation is preferred because it prevents contaminant dispersion into the work area by controlling it at its source.
Respiratory Protection: Seek professional advice prior to respirator selection and use. Follow OSHA respirator regulations (29 CFR 1910.134) and, if necessary, wear a MSHA/NIOSH -approved respirator. Select respirator based on its suitability to provide adequate worker protection for given working conditions, level of airborne contamination, and presence of sufficient oxygen. **Use self-contained, positive-pressure, breathing apparatus (SCBA) when this product is used in a confined or enclosed space and exposure limits are exceeded or hydrogen sulfide concentration is unknown or exceeds 20 ppm.** Organic vapor respirators may be used with good ventilation when organic



MATERIAL SAFETY DATA SHEET

MSDS No. CRF030

Date of Preparation: **April 14, 2010**

Revision No.1

vapors are less than 1000 ppm or ten times permissible exposure limit, whichever is less. For emergency or non-routine operations (cleaning spills, reactor vessels, or storage tanks), wear an SCBA until it is determined that a hazardous atmosphere and/or oxygen deficient atmosphere is NOT PRESENT. **Warning! air-purifying respirators do not protect workers in oxygen-deficient atmospheres.** If respirators are used, OSHA requires a written respiratory protection program that includes: procedures for selecting respirators; medical evaluation; fit testing; use in routine and emergency situations; cleaning, disinfecting, storing, inspecting, repairing, discarding and maintaining respirators; adequate air quality, quantity and flow; training in respiratory hazards; training in use of respirators; and an evaluation of the effectiveness of the respiratory program.

Protective Clothing/Equipment: Wear protective gloves, boots, aprons, and gauntlets as need to prevent prolonged or repeated skin contact. Goggles and face shields should be used in areas where splashing may occur. Wear protective eyeglasses or safety goggles per OSHA eye- and face-protection regulations (29 CFR 1910.133). Contact lenses are not eye protective devices. Appropriate eye protection must be worn instead of, or in conjunction with contact lenses.

Safety Stations: Make emergency eyewash stations, safety/quick-drench showers, and washing facilities available in work area.

Contaminated Equipment: Separate contaminated work clothes from street clothes. Launder before reuse. Remove this material from your shoes and clean personal protective equipment.

Comments: Never eat, drink, or smoke in work areas. Practice good personal hygiene after using this material, especially before eating, drinking, or smoking.

Section 9 – Physical and Chemical Properties

Physical State: Solid at room temperatures. Liquid above the softening point.	Water Solubility: Not soluble.
Appearance and Odor: Black, Dark Brown/Petroleum	Other Solubilities: No data.
Odor Threshold: Not available	Boiling Point: >800° F
Vapor Pressure: Not available.	Freezing/Melting Point: Not available.
Vapor Density (Air = 1): Not available.	Viscosity: Not available.
Formula Weight: Not available.	Refractive Index: No data.
Density: Not available.	Surface Tension: No data.
Specific Gravity (H₂O = 1): 1.0-1.9	% Volatile: <1%
pH: Not available.	Evaporation Rate: Not available.

Section 10 – Stability and Reactivity

Stability: Stable at room temperature in closed containers under normal storage and handling conditions.

Polymerization: Will not occur.

Chemical Incompatibilities: Strong oxidizing agents such as chlorates, nitrates and peroxides.

Conditions to Avoid: None known.

Hazardous Decomposition Products: Carbon monoxide, hydrogen sulfide, aldehydes, aromatics. Irritating and/or toxic fumes may be released if burned.

Section 11 – Toxicological Information

Eye Effects: Not known.

Skin Effects: Not known.

Acute Inhalation Effects: Not known.

Acute Oral Effects: Asphalt Cement - Rat, oral, LD₅₀: 5-15 mg/kg

Carcinogenicity: There is inadequate evidence that bitumens alone are carcinogenic to humans. There is sufficient evidence for the extracts of steam-refined bitumens, air-refined bitumens, and pooled mixtures of steam- and air- refined bitumens in experimental animals. There is inadequate evidence for the carcinogenicity of undiluted air-refined bitumens in experimental animals. There is limited evidence



MATERIAL SAFETY DATA SHEET

MSDS No. CRF030

Date of Preparation: **April 14, 2010**

Revision No.1

for the carcinogenicity of undiluted steam-refined bitumens and for cracking residue in experimental animals.

Mutagenicity: No data.

Teratogenicity: No data.

Chronic Effects: No data.

Section 12 – Ecological Information

Ecotoxicity: Product can foul shoreline and be toxic to aquatic life.

Environmental Fate:

Environmental Transport: No data.

Environmental Degradation: No data.

Soil Absorption/Mobility: No data.

Section 13 – Disposal Considerations

This product, as supplied, when discarded or disposed of, is not a hazardous waste according to Federal regulations (40 CFR 261). Under the Resource Conservation and Recovery Act (RCRA), it is the responsibility of the user to determine, at the time of disposal, whether the material is a hazardous waste subject to RCRA.

The transportation, storage, treatment, and disposal of RCRA waste material must be conducted in compliance with 40 CFR 262, 263, 264, 268 and 270. Disposal can only occur in properly permitted facilities. Check state and local regulations for any additional considerations, as these may be more restrictive than federal laws and regulations. Chemical additions, processing or otherwise altering this material may make the waste management information presented in this MSDS incomplete, inaccurate or otherwise inappropriate. Disposal of this material must be conducted in compliance with all federal, state and local regulations.

Empty containers retain product residue (liquid and/or vapor) and can be dangerous. Do not expose such containers to heat, flame, sparks, static electricity or other sources of ignition. Recommend using a non-hazardous solvent to remove the product. Follow federal, state and local regulations for the disposal of the waste material, regardless of its classification.

Section 14 – Transport Information

Ambient Temperature Material (Solid)

Shipping Name: Not Regulated	Packaging Authorizations:	Quantity Limitations:
	a) Exceptions: NA	a) Passenger, Aircraft, or
Shipping Symbols: NA	b) Non-bulk Packaging: NA	Railcar: NA
Hazard Class: NA	c) Bulk Packaging: NA	b) Cargo Aircraft Only:
		NA
ID No.: NA		Vessel Stowage
Label: NA		Requirements:
Special Provisions (172.102): NA		a) Vessel Stowage: NA
		b) Other: NA



MATERIAL SAFETY DATA SHEET

MSDS No. CRF030

Date of Preparation: **April 14, 2010**

Revision No.1

Hot Material (above 212°F)		
Shipping Name: Elevated Temperature Liquid N.O.S	Packaging Authorizations: a) Exceptions: NA b) Non-bulk Packaging: NA c) Bulk Packaging: 173.247	Quantity Limitations: a) Passenger, Aircraft, or Railcar: Forbidden b) Cargo Aircraft Only: Forbidden
Shipping Symbols: "HOT" 3257		
Hazard Class: 9		
ID No.: UN3257		Vessel Stowage Requirements:
Packing Group: PG III		a) Vessel Stowage: A
Label: Class 9A		b) Other: 85
Special Provisions (172.102): IB1, T3, TP3, TP29		

Section 15 – Regulatory Information

EPA Regulations: This product and/or its components are listed on the TSCA Chemical Inventory. Additional reporting (Tier II, Tier I, or Chemical Release Reporting) may be required.

RCRA
RCRA Hazardous Waste Number: Not listed.
RCRA Hazardous Waste Classification (40 CFR 261): This material should not be hazardous due to characteristics.

CERCLA
CERCLA: Not listed.
CERCLA Reportable Quantity (RQ): This material, in its solid form, is not a listed hazardous substance and does not have a reportable quantity. However, if spilled in liquid form into waters of the U.S., it may be reportable under the Clean Water Act.

SARA
SARA 311/312 Codes: Fire–No, Pressure–No, Reactivity–No, Immediate (acute)–Yes, Delayed (chronic)–Yes.
SARA Toxic Chemical: Not listed.
SARA EHS (Extremely Hazardous Substance) (40 CFR 355): Not listed.

OSHA Regulations
Hazard Communication Standard (29 CFR 1910.1200): Yes
Air Contaminant (29 CFR 1910.1000, Table Z-1, Z-1-A): See Table in Section 2.
OSHA Specifically Regulated Substance: No

State Regulations: Listed in state hazardous substance list for CA and MN as Asphalt (petroleum fumes; FL, MA, NJ, as Asphalt fumes; and PA as Asphalt.

Section 16 – Other Information

Revision Notes:

Additional Hazard Rating Systems:

Disclaimer: CRAFCO PROVIDES THIS INFORMATION FOR THE USER'S CONSIDERATION. CRAFCO BELIEVES THIS INFORMATION IS ACCURATE, BUT NOT ALL INCLUSIVE IN ALL CIRCUMSTANCES. USER SHOULD ENSURE THAT USER HAS CURENT DATA RELEVANT FOR ITS PURPOSES. NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS OR OTHERWISE IS GIVEN.



PRODUCT DATA SHEET

POLYFLEX TYPE 2

PART NO. 34518

JANUARY 2008

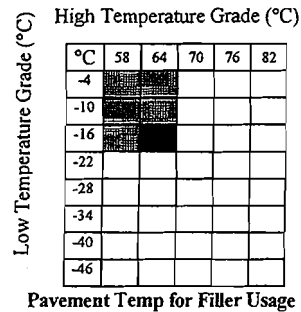
420 N. Roosevelt Ave. • Chandler AZ 85226
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
 www.crafco.com

READ BEFORE USING THIS PRODUCT

GENERAL Crafco PolyFlex Type 2 is a hot-applied, asphalt based product used to fill cracks and joints in asphalt or portland cement concrete pavements in moderate to warm climates. PolyFlex Type 2 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. PolyFlex Type 2 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using pressure feed melter applicators. At application temperature PolyFlex Type 2 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 2 is formulated as an economical yet effective pavement maintenance crack filling product. Compared to products based on reclaimed rubber, PolyFlex Type 2 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set times, and improved low temperature flexibility. Polyflex Type 2 has been a quality Crafco product for 20 years. Several states have developed specifications based on performance of PolyFlex Type 2. VOC = 0 g/l.

USAGE GUIDELINES PolyFlex Type 2 pavement temperature performance limits are 64-16 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

			Suited for Use
			Recommended
			Performance Limits
			Not Recommended



SPECIFICATION CONFORMANCE The Crafco recommended specification limits for PolyFlex Type 2 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

Test	Specification Limits
Cone Penetration, 77°F(25°C)(ASTM D5329)	35-55
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	200°F (93°C)min
Ductility 77°F(25°C)(ASTM D113)	30cm min
Flexibility (ASTM D3111 Modified)	Pass at 20°F (-7°C)
Flow, 140°F(60°C) (ASTM D5329)	3 mm max.
Brookfield Viscosity, 400°F(204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion (ASTM D5329)	500% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

INSTALLATION The unit weight of Crafco PolyFlex Type 2 sealant is 10.0 lbs. per gallon (1.20 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow. Installation Instructions for Hot-Applied RoadSaver, PolyFlex and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Packaging consists of individual boxes of products which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310 kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm²) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY Crafco, Inc. warrants that Crafco products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**



BOONE COUNTY, MISSOURI
Request for Bid #: 32-24JUN11 – Solid Block Asphalt

ADDENDUM #1 - Issued July 21, 2011

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- I. Delete "Boone County does not guarantee minimum order quantities" from paragraph 2.2.2. This paragraph shall now read as follows:**

2.2.2. Quantities: Quantities are estimated based on past usage for a 12-month period. The County anticipates ordering approximately 38,000 pounds. The County reserves the right to increase or decrease this projected quantity as requirements dictate.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid #32-24JUN11 – Solid Block Asphalt receipt of which is hereby acknowledged:

Company Name: Palone Maintenance Supply Inc.
Address: 1808 SW Market
Geis Summit, MO 64082

Phone Number: 816) 525 8755 Fax Number: 816 525 8754
E-mail address: kingke@pmsi-usa.net

Authorized Representative Signature: Michael A Cook Date: 6-21-11

Authorized Representative Printed Name: Michael A Cook

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

County of Jackson)
State of Missouri)ss

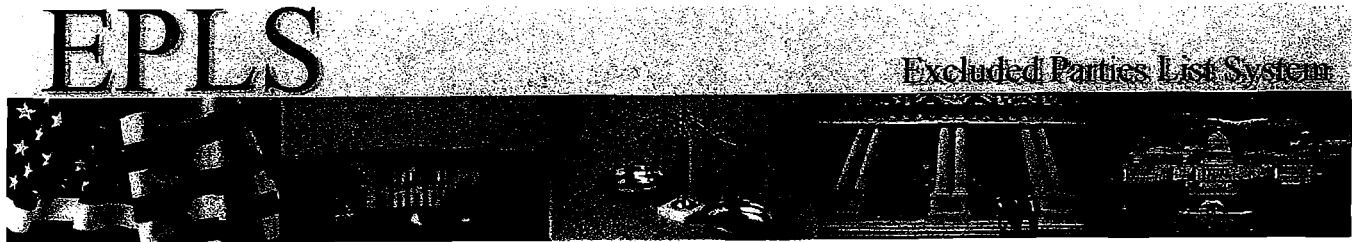
My name is Michael A Cook. I am an authorized agent of Living Maintenance Supply (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person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

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

Michael A Cook 10/15/10
Affiant Date
Michael A Cook
Printed Name

Subscribed and sworn to before me this 20th day of October, 2010.

Kathleen King
Notary Public



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

**Firm, Entity, or Vessel : paving
State : MISSOURI**

As of 24-Jun-2011 5:12 PM EDT

Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPB, Director of Purchasing

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **32-24JUN11**
Commodity Title: **Solid Block Asphalt Sealant Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY, June 24, 2011**
Time: **10:30 A.M. Central Time (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **FRIDAY, June 24, 2011**
Time: **10:30 A.M. C.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **July 1, 2011 through December 31, 2011 and may be automatically renewed for up to an additional three (3) six-month periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the Furnishing and Delivery of **Solid Block Asphalt Sealant** as needed for the Boone County Public Work's Department.
 - 2.1.1. **Product Specification** – Crafcro Polyflex Type 2 or approved equal. Limits of material when heated in accordance with ASTM D5078: Cone Penetration @ 77° F. (ASTM D5329) 35-55; Resilience (ASTM D5329) 40% min.; Softening Point (ASTM D36) 200° F./min; Ductility 77° F. (ASTM D113) 30 cm/min.; Flexibility (ASTM D3111 Modified) Pass at 20° F.; Flow 140° F. (ASTM D5329) 3mm max.; Brookfield Viscosity 400° F. (ASTM D2669) 100 Poise max.; Asphalt compatibility (ASTM D5329) Pass; Bitumen Content (ASTM D4) 60% min.; Tensile Adhesion (ASTM D5329) 500% min.; Safe Heating Temperature 400° F.; Recommended Pour Temperature 380° F.
 - 2.1.2. **Product Information:** Vendors shall submit product specification and MSD sheets with Bid Response.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages noted on the Response Form for the 1st and 2nd Renewal Periods.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **SCOPE OF SERVICE** - The Public Works Department will order the specified material, as detailed on the *Response Form*, on an "as required" basis. The County requests direct shipment to the Public Works Department within one (1) week from the date of order.
- 2.7. **ADDITIONAL INSTRUCTIONS**
 - 2.7.1. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
 - 2.7.2. **Quantities:** Quantities are estimated based on past usage for a 12-month period. Boone County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate. The County anticipates ordering approximately 38,000 pounds.
 - 2.7.3. **Stock Items:** The bidders are expected to have the items bid on the *Response Form* in stock. The item as bid is not to be subject to minimum order, or even carton only requirements.
 - 2.7.4. Should a need arise for materials or services which are not available, the County reserves the right to secure materials or services from other sources to meet its immediate needs without prejudice of the contract.
 - 2.7.5. **Inspection:** All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder's expense for full credit or replacement at

no additional cost to the County.

- 2.8. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.9. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Telephone (573) 886-4391; Fax (573) 886-4390, E-mail: mbobbitt@boonecountymo.org.
- 2.10. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.10.1. **Delivery Terms** - FOB Destination – with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.10.2. **Delivery Time:** All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding state holidays.
- 2.11. **BILLING** – The Contractor(s) shall “Bill as Shipped” to the Public Works Department. The Billing and Shipping address are the same.
- 2.12. **PAYMENT** – Monthly Statements shall be submitted to the Boone County Public Works Department for payment which will be made 30 days after receipt of a correct and valid monthly statement.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Melinda Bobbitt, CPPB,
Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 21st day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Public Works to dispose of the vehicles listed in the attached memorandum. It is further ordered the disposal of a 2003 GMC ½ ton extended cab pickup, asset tag 14031, approved by Commission Order 40-2011, is hereby rescinded.

Done this 21st day of July, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut St., Rm. 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: July 8, 2011

RE: Vehicle Disposal

Commission Order 40-2011 approved disposal of a 2003 GMC ½ ton extended cab pickup, asset tab number 14031 (VIN # 1GTEK19V73Z300364; MILEAGE: 135,903). Public Works is requesting to rescind this commission order and retain this vehicle for Bryan Boyce per their attached memo.

Following is a list of surplus vehicles that have been replaced. Purchasing and Public Works request commission approval for disposal through the Missouri Auto Auction.

AUCTION THROUGH MISSOURI AUTO AUCTION FROM CONTRACT 10-23MAR10				
Year	Description	Approximate Mileage	VIN #	Condition
2002	Chevrolet Blazer	149,985	1GNDDT13W22K208104	Fair (asset 13397)
2002	Ford Crown Victoria	114,917	2FAFP71W82X129714	Fair (asset 13245)

cc: Disposal File
Greg Edington, PW
Stan Shawver, Resource Management
Susan Wells, Clerk
Caryn Ginter, Auditor

3-0809164 - Equinox for Resource Management
BOONE COUNTY

7-8-11 Greg requests to
E. Dunbar
Resource C.O. vehicle
and keep vehicle
for open space

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 01/05/11

FIXED ASSET TAG NUMBER: 14031

DESCRIPTION: 2003 GMC 1/2 T extended cab Pickup 4WD

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: VIN: 1GTEK19V73Z300364; ODO: 135,903 miles; County Vehicle # 1912

CONDITION OF ASSET: Fair


REASON FOR DISPOSITION: Vehicle budgeted for replacement.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: In use until replacement vehicle arrives.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040-2045

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 4/22/2003

RECEIPT INTO 2049-3835

ORIGINAL COST 24,151.28

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

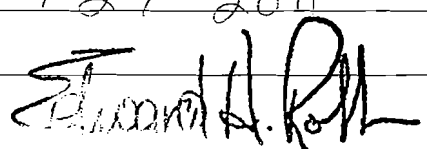
___ TRADE AUCTION ___ SEALED BID

___ OTHER EXPLAIN _____

10431
keeping but
already read
transfer to 2040

COMMISSION ORDER NUMBER 40-2011

DATE APPROVED 1-27-2011

SIGNATURE 

RECEIVED
JAN 07 2011
BOONE COUNTY AUDITOR

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: May 13, 2011
To: Skip Elkin, District II Commissioner
From: Greg Edington
Subject: Request to retain disposed vehicle

The Public Works Department has re-organized the Urban Crew to better utilize existing employees and new equipment (mini-excavator). There is a definite need to utilize an additional light duty truck with the capacity to haul fuel, tools, and equipment parts. The truck would be used by Bryan Boyce (Crew Leader). Mike Glascock and Darren Kimbrel (Crew Leaders) already utilize two other trucks to provide transportation, carry fuel and supplies to equipment that many times is left at a job site.

The Resource Management Department disposed of a 2003 GMC ½ Ton pick-up truck on January 27, 2011 (Commission Order 40-2011). The fixed asset number of the truck is ~~10431~~¹⁴⁰³¹. We are requesting to retain the vehicle until June of 2012. There was some discussion in January as to which vehicle would be retained by the Department for this purpose. This vehicle was determined to be in the best mechanical condition and is functionally appropriate for the task.

In January it was decided NOT to read a request to dispose of a Chevrolet Blazer currently assigned to the Resource Management Department. I believe by retaining the GMC pickup, the Blazer will need to be disposed of.

From: Greg Edington
To: Melinda Bobbitt
Date: 6/17/2011 8:47 AM
Subject: Memo Re: retaining a truck
Attachments: Retain Truck 2011.doc

Melinda:

Please see the attached that was sent to Skip back in May. Verbal communication with the Commission was that the plan is acceptable. We will now have to dispose of the Blazer instead.

Thanks,
Greg

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 01/06/11

FIXED ASSET TAG NUMBER: 13397

RECEIVED

DESCRIPTION: 2002 Chevrolet S10 Blazer 4WD

JAN 07 2011

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: VIN: 1GNDT13W22K208104; ODO: 149,985 miles; County Vehicle # 1913

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Vehicle budgeted for replacement.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: In use until replacement vehicle arrives.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2045

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 5/14/2002

RECEIPT INTO 2049-3835

ORIGINAL COST 22,529.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 272-2011

DATE APPROVED 7/2/11

SIGNATURE Edward H. [Signature]

1st need in May with 3-0809160- but then decided to keep. No 2nd ready. Disposed of 11173- see but then instead 6-16-11 Greg called + 13 now ready to 5-17-2011 in [unclear]

From: Greg Edington
To: Melinda Bobbitt
Date: 2/23/2011 12:46 PM
Subject: Re: Disposal Forms

Melinda:

The first item is from Resource Mgmt (formerly Planning and Bldg) and I am in the process of utilizing a state bid to purchase a replacement. The second item was supposed to replace the Maintenance operations manager's vehicle - but there is no manager. We spoke with Skip and put the purchase on hold for a while to see what happens. I have the form saved in my files - you can keep that copy if you like or send it back (whatever is convenient).

Thanks,
Greg

>>> Melinda Bobbitt 2/23/2011 11:42 AM >>>

Greg,

I have Disposal Forms for the following that I have not read in Commission. Will new vehicles be purchased to replace these or what am I to do with them?

Fixed Asset 14030 - 2003 GMC 1/2 ton extended cab pickup

Fixed Asset 13397 - 2002 Blazer (we were going to trade it then changed our minds). Shall I send this Disposal Form back to you?

Thanks,
Melinda

CERTIFICATE OF TITLE

07467BK651

ORIGINAL

TITLE NUMBER
PH366639



VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY STYLE	FUEL	
1GNDT13W22K208104	02	CHEV	BLAZER	UTIL		
CYL	HP	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER	TAX	PURCHASE DATE	DATE ISSUED
6	38		6*	EX 08	04/23/02	06/05/02

OWNER COUNTY OF BOONE
601 E WALNUT
COLUMBIA

MO 65201

MAIL TO



COUNTY OF BOONE
601 E WALNUT
COLUMBIA

MO 65201-4460

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

RELEASE OF LIEN-The holder of lien on the vehicle described in this certificate of title does hereby state that the lien described in said certificate of title is released and discharged.

FIRST LIEN

LIEN DATE

NAME OF FIRM

DATE

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED:

SECOND LIEN

NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED:

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

*ACTUAL MILEAGE.

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE DEPARTMENT OF REVENUE.

MO 860-0331 (8-97)

C33253193

Carl R. Fischer

DIRECTOR OF REVENUE DOR-387 (8-97)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05/12/11

FIXED ASSET TAG NUMBER: 13245

RECEIVED

DESCRIPTION: 2002 Ford Crown Victoria

MAY 12 2011

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: VIN: 2FAFP71W82X129714; ODO: 114,917 miles; County Vehicle # 1797

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Vehicle no longer needed. Procured originally from the Sheriff's Dept. for use with engineering interns.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

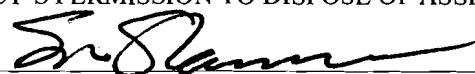
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ~~In use until replacement vehicle arrives.~~

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2045

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 12/31/2001

RECEIPT INTO 1251-3835

ORIGINAL COST 20,374.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 272-2011

DATE APPROVED 7/21/11

SIGNATURE Edward H. K...

From: Greg Edington
To: Melinda Bobbitt
Date: 6/7/2011 9:41 AM
Subject: Re: surplus

The new vehicle was delivered last week. It is still at Public Works waiting for decals and logos to be installed. We will probably keep the old vehicle here until it is sold/transferred. Do we want to send it to the Auto auction (after the disposal form has been officially read in Commission) unless someone else in the County would need it?

Thanks,
Greg

>>> Melinda Bobbitt 6/7/2011 9:11 AM >>>

Greg,

When we bought all of our vehicles this year, I thought I'd read a Disposal for each of those vehicle replacements. But I have a Disposal Form in my in-box that I don't think I've read. Should I read this one in Commission?

2002 Ford Crown Victoria, asset 13245. It is signed by Stan Shawver. Have we already bought his replacement?

Thanks,
Melinda

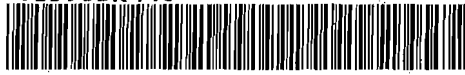
CERTIFICATE OF TITLE

01598BK440

ORIGINAL


TITLE NUMBER

PH291538



VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY STYLE	FUEL	
2FAPP71W82X129714	02	FORD	CROWN VICTORI	FODOR		
CYL	HP	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER	TAX	PURCHASE DATE	DATE ISSUED
8	41		7*	EX 08	01/02/02	02/13/02

OWNER **BOONE COUNTY**
801 E WALNUT RM 245
COLUMBIA MO 65201

MAIL TO

BOONE COUNTY
801 E WALNUT RM 245
COLUMBIA MO 65201-6890

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

RELEASE OF LIEN-The holder of lien on the vehicle described in this certificate of title does hereby state that the lien described in said certificate of title is released and discharged.


FIRST LIEN	LIEN DATE	NAME OF FIRM	SIGNATURE OF AUTHORIZED AGENT	DATE RELEASED:
SECOND LIEN	LIEN DATE	NAME OF FIRM	SIGNATURE OF AUTHORIZED AGENT	DATE RELEASED:

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

*ACTUAL MILEAGE.

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE DEPARTMENT OF REVENUE.


Carl R. Fischer
 DIRECTOR OF REVENUE DOR-387 (8-97)

MO 860-0331 (8-97)

C32645544

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 21st day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached *Acknowledgement of Security Interest and Assignment*. GMAC is requiring this to be signed prior to delivery of the Chevrolet Caprice the County is purchasing from West Brothers Chrysler. This purchase was approved in Commission Order 129-2011.

Done this 21st day of July, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Rm. 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: July 11, 2011
RE: *Acknowledgment of Security Interest and Assignment* – GMAC & West Brothers Chrysler Inc. for Caprice Purchase

Attached is an *Acknowledgment of Security Interest and Assignment* that GMAC is requiring to be signed prior to delivery of the Chevrolet Caprice that we're purchasing from West Brothers Chrysler Inc, contract # C111077003. This purchase was approved on Commission Order 129-2011.

Purchase Order 2011000085 has already been issued to West Brothers Chrysler Inc. Our legal department has given us direction that when the Auditor's office issues the check, the check will be made out to both Don Brown Chevrolet and GMAC with the two party check being mailed to Don Brown Chevrolet and a copy of check sent to GMAC. The Auditor's office will describe the vehicle being purchased on the check per CJ's instructions.

ATTACHMENT: *Acknowledgment of Security Interest and Assignment*

cc: Contract File

GMAC
P.O. Box 466
Orland Park, IL 60462

Subject: Acknowledgment Of Security Interest And Assignment

Effective through December 31, 2011

From time to time we may purchase new vehicles from West Brothers Chrysler INC. located at Sullivan, MO ("Dealership"). Under the terms of our purchase agreement for those vehicles, we may defer payment of the purchase price ("Vehicles").

We agree and acknowledge that 1) GMAC finances the Vehicles and, will have a prior, unrelinquished security interest in the Vehicles; 2) Dealership has executed an assignment of the sale proceeds of the Vehicles in favor of GMAC; 3) GMAC's security interest in the Vehicles will continue until we pay in good funds the total purchase price to GMAC directly or to GMAC and Dealership jointly, at which time it will automatically extinguish on the Vehicles for which payment is made; and 4) this agreement and acknowledgment remains in effect, and is valid, for all payments due Dealership for the purchase of Vehicles now or in the future, until we receive a written notice from GMAC instructing otherwise.

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

June
attached by SM6 7/21/2011
Auditor Date

Related to PO 2011-85

(Purchaser)

By: Edward H. Robb
(Print or type name)
Edward H. Robb
(Signature)

Title: Presiding Commissioner

Date: 7/21/11

APPROVED AS
TO LEGAL FORM
J. Johnson
DATE: 7/21/11

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 21st day of July 20 11
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri cooperative contract C208026002 for Data and Voice Wireless Devices and Services with AT&T Mobility. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21st day of July, 2011.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Edward H. Robb

Edward H. Robb
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent

Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 8, 2011
RE: C208026002 – Data & Voice Wireless Devices and Services – AT&T
Mobility

Purchasing requests permission to utilize the State of Missouri cooperative contract C208026002 for Data & Voice Wireless Devices and Services with AT&T Mobility. This agreement will replace the Western States Contracting alliance (WSCA) cooperative agreement 13-00115 that we have currently been using.

This is a non-exclusive Term and Supply contract that will be available for our County Departments/Offices.

cc: Purchasing Committee members
Contract File

**PURCHASE AGREEMENT FOR
DATA & VOICE WIRELESS DEVICES AND SERVICES**

THIS AGREEMENT dated the 21 day of July 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **AT&T Mobility** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Data & Voice Wireless Devices and Services** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C208026002**, as well as Boone County Standard Terms and Conditions, and Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or State of Missouri bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the State of Missouri Contract **C208026002** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Data & Voice Wireless Devices and Services on an as needed basis.

Discount on Wireless Plans: 18%
Discount on Devices: 50%

3. **Contract Duration** - This agreement shall commence on **July 1, 2011 and extend through December 31, 2012** subject to the provisions for termination specified below. This contract may renew by order of the County for one additional one-year period.

4. **Billing and Payment** - All billing shall be invoiced to the respective ordering Boone County Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.


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

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

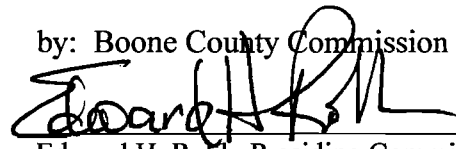
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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


AT&T MOBILITY

by 
 title REINTEGRATION SALES MANAGER

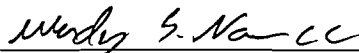
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Edward H. Robb, Presiding Commissioner

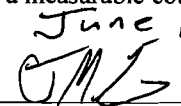
APPROVED AS TO FORM:


 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

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

by  June Pitchford 07/12/2011
 Signature No encumbrance required Date

County Wide Term and Supply
Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

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



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

NOTIFICATION OF STATEWIDE CONTRACT

Date: March 7, 2011

CONTRACT TITLE: DATA & VOICE WIRELESS DEVICES AND SERVICES

CURRENT CONTRACT PERIOD: January 1, 2011 through December 31, 2011

BUYER INFORMATION: Name: Chris Korsmeyer
Phone: (573) 751-4578
Email address: chris.korsmeyer@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	May 30, 2008 through December 31, 2009	December 31, 2013

THE USE OF THESE CONTRACTS FOR DATA AND VOICE WIRELESS DEVICES AND SERVICES IS MANDATORY FOR ALL STATE AGENCIES.

(See the General Information and Requirements section below)

Local Purchase Authority shall not be used to purchase the products or services included in this contract unless a waiver is granted by the Information Technology Services Division.

Instructions for use of these contracts, specifications, requirements, and pricing are attached.

State agencies shall submit all requests for service and equipment for all contracts through:

Office of Administration – Information Technology Services Division
Attention: Sean Northweather or Jason Snyder
301 West High Street, Room 280
Jefferson City, Mo 65101 – 0809
Phone: (573) 751-0784 or (573) 751-8111
E-mail: telecomrequest@oa.mo.gov

State agency questions regarding billing should be directed to:

Joyce Crawford
Fiscal (Billing) Questions
OA/Information Technology Services Division
Telephone: (573) 751-8321 or (573) 751-3197
FAX: (573) 751-3299
E-mail: fiscalservices@oa.mo.gov

Cooperative agencies must contact the contractors directly as stated below.

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
01/01/11-12/31/11	03/07/11	Update Verizon's contact information
01/01/11-12/31/11	11/03/10	Contract Renewal
01/01/10-12/31/10	06/22/10	Update Sprint's contact person information
01/01/10-12/31/10	04/19/10	Update US Cellular contact phone number
01/01/10-12/31/10	12/03/09	Contract C208026001 is not renewed, see contract C208026003
01/01/10-12/31/10	11/17/09	Update Verizon's contact email.
01/01/10-12/31/10	10/22/09	Contract renewal
05/30/08-12/31/09	07/06/09	Change Alltel's point of contact information. Alltel was purchased by Verizon.
05/30/08-12/31/09	02/25/09	Added a contact name for agencies to submit their requests to.
05/30/08-12/31/09	10/17/08	Added contract numbers for each contractor.
05/30/08-12/31/09	10/10/08	Initial issuance of notice of new statewide contracts.

GENERAL INFORMATION AND REQUIREMENTS

Contract Awards: Five contracts were established for the acquisition of wireless communications services and devices, on an as needed, if needed basis for agencies located throughout the State of Missouri. All contractors will provide wireless phones, Blackberry devices, and internet cards for service throughout the state of Missouri. The contractors are as follows:

- Alltel Communications
- AT&T Mobility
- Sprint
- U.S. Cellular
- Verizon Wireless

Contract Orders: Orders must be approved and released for processing through the Information Technology Services Division. Invoices will be submitted to, and paid by the Information Technology Services Division. Agencies will be invoiced by ITSD through the agency's monthly telecommunications billing.

State of Missouri agencies may request a password to search for available plans and devices through the contractors' web sites.

Recycling: Each of the contractors has a program for recycling old wireless devices. Agencies are strongly encouraged to utilize one of the following recycling programs for their old wireless equipment:

AT&T: <http://www.wireless.att.com/about/community-support/recycling.jsp>
U.S. Cellular: <http://www.recycleforus.com/uscellular-retailers.asp>
Verizon: <http://aboutus.vzw.com/communityservice/hopeLineRecycling.html>
Sprint: http://www.sprint.com/citizenship/communities_across/index.html
Full Circle: <http://www.fullcirclewireless.com/>

COOPERATIVE ENTITY INFORMATION AND POINTS OF CONTACT

Cooperative agencies must contact the contractors stated below directly for product and pricing information. The following contractors have agreed to provide their products and services to cooperative agencies in accordance with the respective contracts.

Alltel Communications Contract # C208026001 – not renewed, see contract C208026003

AT&T Mobility Contract # C208026002

Discount on Wireless Plans: 18%
Discount on Devices: 50%

Contact Person: Jeff Pohle
Telephone: (314) 210-9393
FAX: (314) 543-6474
E-mail: jeff.pohle@att.com

Sprint Contract # C208026005

Discount on Wireless Plans: 25%
Discount on Devices: 39%

Contact Person: James E. Cutler
Mobile: (314)322-8629

E-mail: James.Cutler@sprint.com

U. S. Cellular Contract # C208026004

Discount on Wireless Plans: 25%
Discount on Devices: 75%

Contact Person: Teri Twyman, Wireless Business Consultant
Telephone: (660)-651-2205
FAX: (573) 881-8345
E-mail: teri.twyman@uscellular.com

Verizon Wireless Contract # C208026003

Discount on Wireless Plans: 20%
Discount on Devices: 40%

Contact Person: Becky Touchette
Phone: 314-791-4394
E-mail: rebecca.touchette@verizonwireless.com

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

County of Boone)
State of MO)ss

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

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

[Signature] 10/7/10
Affiant Date
Justin Schneller
Printed Name

Subscribed and sworn to before me this 7 day of October, 2010

[Signature]
Notary Public



An Affirmative Action/Equal Opportunity Institution

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: Anne Inscore
(Signature)

Printed Name and Title: Anne Inscore - Area Manager

For and on behalf of: AT&T
(Company Name)

Client Company ID Number: 70480
Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of AT&T Services, Inc. (Employer) in order to confirm the employment eligibility of all newly hired employees of AT&T Services, Inc. (Employer) following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Client Company ID Number: 70480
Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

Related Unfair Employment Practices (OSC), Civil Rights Division, U.S.
Department of Justice.

5. DHS-USCIS agrees to issue the Designated Agent a user identification number and password that will be used exclusively to access the confirmation system for the Employer. This user identification number and password will permit the Designated Agent, on behalf of the Employer, to verify information provided by newly hired employees.
6. DHS-USCIS agrees to safeguard the information provided to DHS-USCIS by the Employer, and to limit access to such information to individuals responsible for the confirmation of alien employment eligibility and for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and federal criminal laws, and to ensure accurate wage reports to the SSA.
7. DHS-USCIS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS-USCIS agrees to establish a means of secondary confirmation (including updating DHS-USCIS records as may be necessary) for employees who contest DHS-USCIS tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS-USCIS, unless it determines that more than 10 days may be necessary. In such cases, DHS-USCIS will provide additional confirmation instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices, described in paragraph B.4 above, and provided by the Designated Agent and displays them in a prominent place that is clearly visible to prospective employees.

Client Company ID Number: 70480
Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

6. The Employer agrees to initiate E-Verify procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed) and to complete as many steps (but only as many) of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer, through the Designated Agent, will use the SSA verification procedures first, and will use DHS-USCIS verification procedures only as directed by the SSA verification response.
7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer will not verify selectively; it agrees to use E-Verify procedures for all new hires as long as this MOU is in effect. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that should the Employer use E-Verify procedures for any purpose other than as authorized by this MOU and by law, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS-USCIS information pursuant to this MOU.
8. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS-USCIS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS-USCIS automated verification to verify work authorization, or a tentative nonconfirmation, does not mean and should not be interpreted as an indication that the employee is not work authorized.
9. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include discharging or refusing

Client Company ID Number: 70480
Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

14. The Employer acknowledges that the information which it receives from SSA through its Designated Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to civil or criminal penalties.
15. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA other than the Social Security Number Card.
16. The Employer agrees to refer individuals to the DHS only when the response received from the DHS automated confirmation process indicates a tentative nonconfirmation, and the employee contests the tentative nonconfirmation. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
17. If the Employer receives a tentative nonconfirmation from the DHS-USCIS, the Employer will record the case verification number and date on the Form I-9 or print the screen showing the case verification number and attach the printout to the Form I-9, determine whether the employee contests the tentative nonconfirmation, and instruct an employee who contests to contact the DHS-USCIS to resolve the discrepancy within 8 Federal Government work days, using E-Verify procedures. The DHS-USCIS will electronically transmit the result of the referral to the Employer within 10 Federal Government workdays of the referral.
18. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify-related records, i.e., Forms I-9, SSA and DHS confirmation records, which were created during the Employer's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview the Employer, employees handling the program, and employees hired during participation in E-Verify concerning their experience with the pilot, and to make employment and E-Verify-related records available to DHS and the SSA, or their designated agents or designees.

Client Company ID Number: 70480
Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

E. POINTS OF CONTACT:

You may call E-Verify toll free at 1-888-464-4218, or write to:

U.S. Citizenship and Immigration Services
Verification Division
470 L'Enfant Plaza, SW
Washington, DC 20024

F. OTHER PROVISIONS.

1. Nothing in this agreement shall be construed to supersede, conflict, or modify the employer's responsibilities under section 274A of the INA not to employ unauthorized aliens or to hire individuals without verifying identity and employment eligibility on Form I-9.
2. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS-USCIS or SSA. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
3. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability there from, including, but not limited to, any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
4. Each party understands that some or all SSA and DHS-USCIS responsibilities under this MOU may be performed by contractor(s).

EPLS

Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : AT&T Mobility
State : MISSOURI
Country : UNITED STATES
as of 07-Oct-2010 3:26 PM EDT

Your search returned no results.

(Please complete and return with Contract)

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

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

JERRY R. BUTLER REGIONAL SALES MANAGER
Name and Title of Authorized Representative


Signature

6/28/2011
Date

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Bexar)
State of Texas)ss
)

My name is RICHARD BRAUNE I am an authorized agent of AT&T

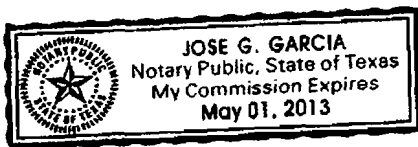
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

Richard Braune 6/28/2011
Affiant Date

RICHARD BRAUNE
Printed Name

Subscribed and sworn to before me this 29th day of JUNE, 2011.



[Signature]
Notary Public

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

21st

day of

July

20 11

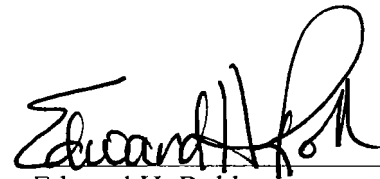
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached addendum to the courtmoney.com management agreement approved in Commission Order 405-2010. It is further ordered the Presiding Commissioner is hereby authorized to sign said addendum.

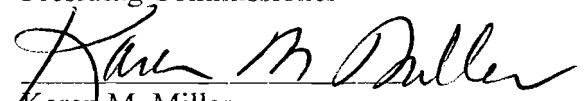
Done this 21st day of July, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

**ADDENDUM TO COURTONEY.COM
MANAGEMENT AGREEMENT**

THIS ADDENDUM is made and entered effective the 16 day of June, 2011, by and between Boone County, Missouri, ("County") and Moneta Enterprises, LLC, d/b/a Courtmoney.com, ("CM").

WHEREAS, County and CM have an existing 2010 Agreement which was approved by Commission Order 405-2010; and

WHEREAS, County and CM desire to clarify and amend certain terms of said Agreement;

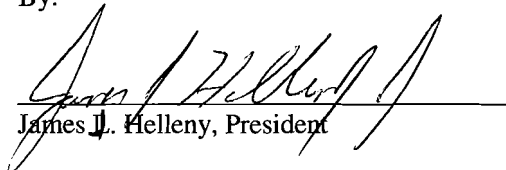
NOW, THEREFORE, in consideration of the mutual covenants herein contained it is hereby agreed by and between the parties as follows:

1. The 2010 Agreement approved by Commission Order 405-2010 is attached hereto as Exhibit "A" and incorporated herein by reference.
2. Paragraph 12 of the 2010 Agreement is modified to reflect the updated name and address of the Boone County Treasurer, which now is as follows: Nicole Galloway, CPA, Boone County Treasurer, 801 E. Walnut, Ste. 205, Columbia, MO 65201.
3. Paragraph 13 of the 2010 Agreement is amended to read follows: The County agrees that CM will be the exclusive provider of electronic processing services for debit and credit cards for the Boone County Circuit Clerk's office and for the Boone County Sheriff's Department.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

COURTMONEY.COM

By:


James J. Helleny, President

RECEIVED:

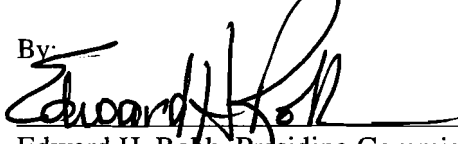
JUN 21 2011

TREASURER'S OFFICE

BOONE COUNTY, MISSOURI

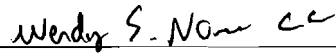
BOONE COUNTY COMMISSION

By:



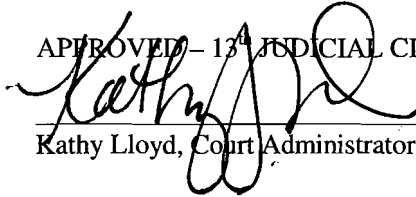
Edward H. Robb, Presiding Commissioner

ATTEST:




Wendy S. Noren, County Clerk

APPROVED - 13th JUDICIAL CIRCUIT:



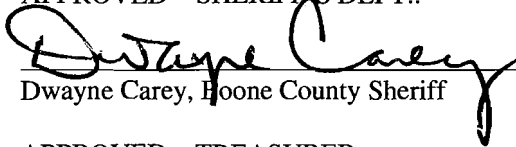
Kathy Lloyd, Court Administrator

APPROVED - CIRCUIT CLERK:



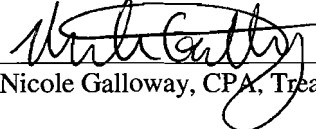
Christy Blakemore, Circuit Clerk

APPROVED - SHERIFF'S DEPT.:



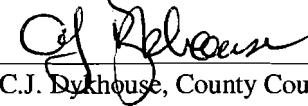
Dwayne Carey, Boone County Sheriff

APPROVED - TREASURER:



Nicole Galloway, CPA, Treasurer

APPROVED AS TO FORM:



C.J. Dykhouse, County Counselor

Auditor Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

June Prichard by *SMG* No Financial Obligation
To County

Auditor

Date

EXHIBIT “A”

2010 AGREEMENT

CourtMoney.com
Management Agreement

This agreement is made by and between the Boone County, MO (Hereinafter Client) and Moneta Enterprises, LLC, DBA: CourtMoney.com. (Hereinafter CM) Wherein CM and Client agree as follows:

1. **System Description**, CM has developed a service for the purpose of processing payments by credit or debit card for payments to the CLIENT. CM is a cash facilitator. The payment received by Client is money belonging to the Cardholder and is not CM's money. The CM system will provide the service from a remote location 24 hours per day/seven days per week. The person wanting to make payments to Client by credit or debit card may do so by calling Client or CM for instruction.

CM will charge the Payee a fee for the service as outlined in Attachment "A" attached hereto and made a part hereof.

CM agrees to provide the service described herein in accordance with the terms and conditions of this agreement.

CM agrees to assist client with getting an approved Merchant account with a CM approved sponsor bank. CM will manage that merchant account for client and be responsible for any fees assessed by the sponsoring bank or Visa, MasterCard, Discover, or American Express credit card companies. These fees are limited to the standard monthly assessed fees, any fees based on transactions, monthly statement fees, setup fees, banking fees, and wire transfer fees.

CM agrees to contact a bank used by CM and open a new Checking (DDA) account. This account will be owned by CM. The account will have the name CourtMoney.com/Clients Name. Client will not take ownership of this account but can receive a monthly statement at client's request. This account will only be used by the credit card companies to deposit transaction money and for CM to withdrawal those funds to be sent to client.

CM agrees to be responsible for any and all charge backs processed through the CM web site or with the help of the CM staff. Client agrees to provide CM with all information necessary that is associated with all transactions.

2. **Authorization to Begin**. Client grants CM authorization to begin a remote pay service, as outlined in this agreement for a minimum of one (1) year. This agreement will be automatically extended for additional one (1) year periods for up to five (5) years.

3. **Advertisement of the Service**. The Client agrees to post information regarding the CM payment option in all locations where information about other payment options are available, including but not limited to Clients website, phone system, bills, coupons books, collection letters, and press releases at the expense of Client. CM will provide to Client inserts and signage at no cost. The Client also agrees to allow CM to place signage at the location describing the service, subject to approval by Client, which approval shall not be unreasonably held.

4. **Representation of the Parties**. CM represents that it is qualified by training and experience to perform the services as outlined in this agreement.

5. **Compensation for CM**. CM shall not be entitled to any compensation with respect to the service other than that set forth in Attachment "A" which is paid by the Payee and not the Client.

It is hereby agreed and understood that there are no Fees paid by the Client to EM for basic services (Attachment "B").

6. **Costs.** CM shall provide toll free numbers for communications between the Client and CM and between Payee and CM. CM will provide complete training for the Client at no cost to the Client. CM shall not be responsible for any other costs, expenses, fees or losses arising out of its performance under this agreement.
7. **State and Federal Taxes.** The client shall not be responsible for paying any state or federal taxes on CM's behalf.
8. **Reconciliation.** CM will make available a reconciliation report to the Client each business day for all transactions completed. The Client will have access to these transactions to use at their discretion. The amount to be paid to the Client will be forwarded to the Client's designated bank account within two business days.
9. **Independent Contractor.** CM shall perform all the services under this agreement as an independent contractor and not as an employee of the Client. CM understands and acknowledges that it shall not be entitled to any of the benefits of the Client Employee. The Client has the right to rely and does rely upon the expertise of CM to perform the services in a skillful and professional manner. CM agrees to perform the services in such a manner.
10. **Responsibilities of the Client.** The Client will follow the CM procedures for all transactions. The Client shall provide the equipment to receive and process reconciliation reports and transactions.
11. **Confidentiality and Nondisclosure.** Both parties agree that any information or data obtained, documents produced, or any other material which is required by law or regulation, will be kept confidential and shall not be disclosed without the prior written approval of THE OTHER PARTY or as required by law or regulation.
12. **Notices.** Any notice or Consent required to be given under this Agreement shall be given to the respective parties in writing, by first class mail or by facsimile to delivered to:

The Client
(Boone County Circuit Clerk)
Christy Blakemore
701 E. Walnut
Columbia, MO 65201

Charles J. Dykhouse
Boone County Counselor
601 E. Walnut, Ste. 207
Columbia, Missouri 65201
Fax: 573-886-4413

Jan Fugit
Boone County Treasurer
801 E. Walnut, Rm. 112
Columbia, Missouri 65201
Fax: (573) 886-4369

CM
Mr. Joe Hellony, President
CourtMoney.com
PO BOX 578
Marion, IL 62959
618-993-8734

Or at such other address or to such other person that the parties may from time to time designate under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. Mail. Notices and consents under this section, which are sent by facsimile, shall be deemed to be received when such facsimile is transmitted to the facsimile number specified in this section and a confirmation of such facsimile has been received by the sender.

13. **Exclusive Agreement.** The client agrees that CM will be its only provider for this type of service during and for the term of this agreement.

14. **Termination.** The client may terminate this agreement at any time if CM is unable or unwilling to provide the Services described in this agreement or CM fails to promptly correct any problems with the remote pay program after notice from the Client. The Client may also terminate this agreement without cause if The Client discontinues this type of program. CM has the right to terminate this agreement if the Client does not comply with CM's procedures.

15. **State Law.** This agreement shall be governed by the laws of the Missouri Any litigation regarding this agreement or its consent shall be filed in Client County, Missouri, if in the State Court, or in the appropriate District, if in the Federal Court.

Agreement between: the Client Name and Moneta Enterprises, LLC dba Courtmoney.com dated Today's Date.

In Witness Whereof, the parties have executed this agreement to be effective on the date executed by The Client.

Reviewed and Approved

(Client Official)
Client Name
Date: _____

James J. Helleny, President
CourtMoney.com
Date: _____

ATTACHMENT "A"

COURTMONEY Transaction Payment Fee Schedule FOR CASH BAIL

CHARGE AMOUNT	FEE
\$ 1.00 - \$ 200.00	\$ 20.00
\$ 200.01 - \$ 300.00	\$ 30.00
\$ 300.01 - \$ 400.00	\$ 40.00
\$ 400.01 - \$ 500.00	\$ 50.00
\$ 500.01 - \$ 750.00	\$ 75.00
\$ 750.01 - \$ 1,000.00	\$ 95.00
\$ 1,000.01 - \$ 1,500.00	\$ 110.00
\$ 1,500.01 - \$ 1,750.00	\$ 125.00
\$ 1,750.01 - \$ 2,000.00	\$ 145.00
\$ 2,000.01 - \$ 2,250.00	\$ 180.00
\$ 2,250.01 - \$ 2,500.00	\$ 200.00
\$ 2,500.01 - \$ 2,750.00	\$ 220.00
\$ 2,750.01 - \$ 3,000.00	\$ 240.00
\$ 3,000.01 - \$ 4,000.00	\$ 320.00
\$ 4,000.01 - \$ 5,000.00	\$ 400.00
\$ 5,000.01 - \$ 6,000.00	\$ 480.00
\$ 6,000.01 - \$ 7,000.00	\$ 560.00
\$ 7,000.01 - \$ 8,000.00	\$ 640.00
\$ 8,000.01 - \$ 9,000.00	\$ 720.00
\$ 9,000.01 - \$ 10,000.00	\$ 800.00

\$10,000 and up please call CourtMoney.com at 1-877-222-0377

RECONCILIATION

TIME LINE FOR RECONCILIATION OF PAYMENTS

CM will keep available to THE Client on a web site a history report for all transactions completed through CM. The amount paid to the Client will be forwarded electronically to the Client designated account within two (2) business days by CM.

Attachment A cont'd

COURTMONEY Transaction Payment Fee Schedule FOR FINES AND OTHER FEES.

\$0.00- \$50.00	\$ 2.00
\$50.01- & Up	4%

Call center transactions will add an additional \$3.50 for each transaction.

RECONCILIATION

TIME LINE FOR RECONCILIATION OF PAYMENTS

CM will keep available to THE Client on a web site a history report for all transactions completed through CM. The amount paid to the Client will be forwarded electronically to the Client designated account within two (2) business days by CM.

Attachment B

CourtMoney.com Basic Services

There are no fees paid by the Client to CM for basic services. The basic services include the following:

1. Remote credit/debit card payment service with call center and internet transaction capability.
2. Service available 24 hours a day, seven days a week, 365 days a year.
3. Payments made to the Client are via ACH.

Addendum A

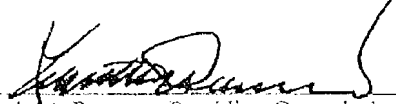
Hold Harmless

The CourtMoney website is compliant with the Payment Card Industry Data Security Standard and CourtMoney agrees to hold Client harmless for any fraud, viruses, or identity theft which may occur through the use of this system provided that the occurrence of such fraud, viruses or identity theft is not the result of conduct by Client employees, personnel or agents.

APPROVAL OF AGREEMENT FOR CREDIT CARD
PROCESSING SERVICE WITH COURT.MONEY.COM

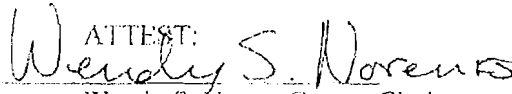
BOONE COUNTY, MISSOURI

By: Boone County Commission



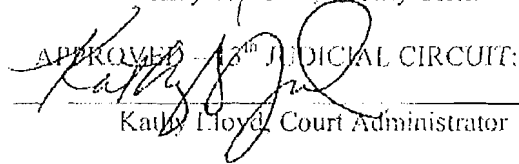
Kenneth M. Pearson, Presiding Commissioner

ATTEST:



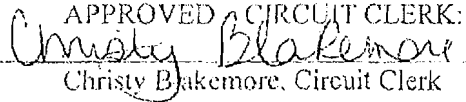
Wendy S. Noren, County Clerk

APPROVED - 13th JUDICIAL CIRCUIT:



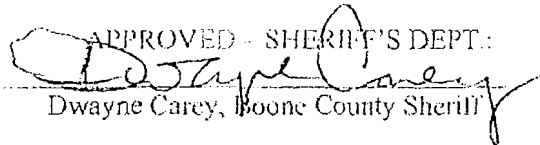
Kathy Lloyd, Court Administrator

APPROVED - CIRCUIT CLERK:



Christy Blakemore, Circuit Clerk

APPROVED - SHERIFF'S DEPT.:



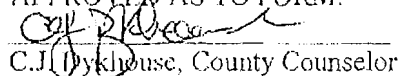
Dwayne Carey, Boone County Sheriff

APPROVED - TREASURER:



Jan Fugit, Boone County Treasurer

APPROVED AS TO FORM:



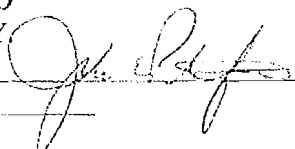
C.J. Dykhouse, County Counselor

AUDITOR CERTIFICATION

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

NO FINANCIAL

OBLIGATION TO
COUNTY

	<i>5/26/2010</i>	<i>no encumbrance required</i>
Signature	Date	Appropriation
Account		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 21st day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase the Owner's Cost budget on the Warehouse project by the amount of Rebate received from Boone Electric for the energy efficient ground source heat pump:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
4080	03891	Sheriff/Election Facility	Dividends/Rebates		28,734.00
4080	71231	Sheriff/Election Facility	Owners Cost		28,734.00

Done this 21st day of July, 2011.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Edward H. Robb

Edward H. Robb
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent

Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI RECEIVED

6/24/11

JUN 27 2011

EFFECTIVE DATE

FOR AUDITORS USE

BOONE COUNTY AUDITOR

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
4	0	8	0	0	3	8	9	1	Sheriff/Election Facility	Dividends/Rebates		28,734.00
4	0	8	0	7	1	2	3	1	Sheriff/Election Facility	Owners Cost		28,734.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase the Owner's budget on Warehouse project by the amount of Rebate received from Boone Electric for the energy efficient ground source heat pump.**


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached. *Not Needed*
- Comments:

Agenda

SM 6 27/10/11

Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER

Absent
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

GENERAL FUNDS A/P ACCOUNT
BOONE ELECTRIC COOPERATIVE
 1413 RANGE LINE - P.O. BOX 797 - COLUMBIA, MISSOURI, 65205-0797

No. 215196
80-85
 815

VOID IF NOT CASHED IN ONE YEAR

DATE
 6-16-11

AMOUNT
 \$28,734.00

To: BOONE COUNTY NATIONAL BANK
 COLUMBIA, MISSOURI 65201

TO BOONE COUNTY SHERIFFS DEPT
 THE 2121 E COUNTY DR
 ORDER COLUMBIA MO 65202
 OF

BOONE ELECTRIC COOPERATIVE
William M. Black
J. C. Colley

⑈ 215196 ⑆ ⑆ 081500859 ⑆ 00 025 6 ⑆

REMITTANCE ADVICE
BOONE ELECTRIC COOPERATIVE

1413 RANGE LINE - P.O. BOX 797 - COLUMBIA, MISSOURI, 65205-0797

INVOICE NO.	DESCRIPTION	AMOUNT
117749	GSHP REBATE-#7 OF 7	3,000.00
117749	GSHP REBATE-#6 OF 7	3,000.00
17749	GSHP REBATE-#5 OF 7	3,000.00
17749	GSHP REBATE-#4 OF 7	3,000.00
117749	GSHP REBATE-#3 OF 7	2,625.00
117749	GSHP REBATE-#2 OF 7	6,000.00
117749	GSHP REBATE-#1 OF 7	7,500.00
117749	LIGHT REBATE	609.00

* Ground Source (Alt. #1) - Rebate for Energy Savings.
 - Needs to go into Warehouse Project Budget.
J. Roland

TOTAL AMOUNT 28,734.00

177895 177896 177897 177898 177899 177900 177901 177902

*OK
 Karen M. Miller
 6/27/11*



Boone Electric Cooperative

1413 Rangeline St., P.O. Box 797, Columbia, MO 65205-0797 Telephone: 573-449-4181
Fax: 573-441-7272 Website: www.BooneElectric.coop Email: comments@BooneElectric.com

June 23, 2011

Karen Miller, Boone County Commission

RECEIVED JUN 23 2011

Karen,

I summarized the rebates you received in this cover letter. I have also attached a copy of the forms you signed to this summary. I have highlighted the rebates in yellow. Please call if you need more information.

Heat pump number	Size in Tons	Amount
#1	10T	\$7,500.00
#2	8T	\$6,000.00
#3	3.5T	\$2,625.00
#4	4T	\$3,000.00
#5	4T	\$3,000.00
#6	4T	\$3,000.00
#7	4T	<u>\$3,000.00</u>
Total heat pump rebate		\$28,125.00

Lighting rebate \$609.00

Total Rebate **\$28,734.00**

Chris Rohlfing
Manager Member Services

7/6/2011

FY 2011
Budget Amendments/Revisions
Sheriff/Election Facility Capital Project (4080)

Index #	Date Recd	Dept	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	5/26/2011	4080	71201	Construction Costs	48,059		to roll unspent construction budget to 2011	
		4080	71211	A/E Fees	1,126			
		4080	71231	Owner Costs	34,183			
2	6/27/2011	4080	3891	Dividends/Rebates	28,734		Increase owners costs for rebate received from Boone Electric	
		4080	71231	Owners Costs	28,734			