

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 1st day of May 20 12

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

Now on this day the County Commission of the County of Boone does hereby table the request by Debra Diller to revise a permit for Riding School and Equine Boarding Facility on 13.1 acres, located at 5950 N Boothe Ln., Rocheport, pending joint work sessions between the County Commission and the Resource Management Department.

Done this 1st day of May, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Diller Request
CUP – Riding School and Equine Boarding Facility
Staff Report
17 April 2012

The minutes for the Planning and Zoning Commission meeting of April 19, 2012 along with the Boone County Zoning Regulations and Subdivision Regulations are entered into the record of this meeting.

The following documents are also entered into the record:

- Excerpt from February 18, 2010 minutes of the Planning & Zoning Commission.
- Excerpt from March 2, 2010 minutes of the County Commission.
- Excerpt from March 30, 2010 minutes of the County Commission.
- County Commission Order 164-2010 dated March 30, 2010.
- Excerpt from May 4, 2010 minutes of the County Commission.
- County Commission Order 220-2010 with associated “Findings of Fact and Conclusions of Law” dated May 4, 2010.
- Building permit 61469.
- Building permit 63442.

The subject property is located on a private drive off of Boothe Lane, approximately 6 miles northeast of Rocheport. It is 13.1 acres in size, and has a house, covered riding arena, outdoor riding arena, corral, and a stable on-site. The property is zoned A-1 (Agriculture) and is surrounded by A-1 zoning. This is original 1973 zoning. The master plan designates this area as being suitable for agriculture and rural residential land uses. In 2002, a conditional use permit was granted for a similar facility approximately 800’ south of this site. Staff notified 10 property owners about this request.

A conditional use permit for a Riding School and Equine Boarding Facility was granted to the applicant, at this location, in March 2010. That permit was granted with a number of conditions which the applicant is seeking to have modified.

The following conditions are attached to the 2010 conditional use permit:

- a) The structures utilized by this use are brought into compliance with Boone County’s building code and the fire code to the satisfaction of the Director of Planning & Building Inspection and the Boone County Fire Protection District.
 - Structure to be left open except for the side enclosed by stables.
- b) Limited to 10 horses, including owner’s horses.
 - Up to 6 additional horses allowed on property when associated with training exercises.
 - Any horse present on the property for more than three continuous days shall be deemed a boarded horse and count towards the 10 horse limit.
- c) Operating hours 7:30 AM to 9:00 PM.

Formatted: Bullets and Numbering

- d) Manure and other waste material shall be disposed of in an appropriate manner so as to create no impact to adjacent properties.
- e) Access drive at least 18' wide to allow two vehicles to pass.
 - Widening to be completed by June 1, 2010.
 - Access drive improvements to extend 50' past tract driveway.
 - All improvements are at applicant's expense unless other users agree to share in the cost.
 - Surface to be a minimum of chip and seal by September 1, 2011.
- f) Provide off street parking for 5 vehicles.
 - Off street parking and interior driveway to be dust free.
 - All event parking must be contained on site.
- g) Portable toilet to be on site.
- h) Any lighting is to be directed inward and downward.
- i) County Health Department to be allowed access to sample pond from May to September to determine suitability for full body contact.
- j) No 3rd party rental of the facility.
- k) No parties.
- l) Any overnight stay must be related to a site specific event.
- m) Plant and maintain two rows of red cedar trees or other suitable evergreens to break up silhouette of the under roof riding facility.
 - Trees are to be no more than 30 feet apart.
 - Trees are to have a minimum diameter of 3 inches at grade.
- n) Revised access and maintenance easement submitted prior to operation.
 - Revised access and maintenance easement to be recorded at applicant's expense with the Boone County Recorder of Deeds.
- o) Amplified sound system not permitted.
- p) No horse trailers stored on site.

The applicant is requesting a conditional use permit for a riding school and an equine boarding facility as a means to modify the conditional use permit granted in March of 2010.

As of this meeting, the applicant has failed to meet the conditions involving building code compliance, the access road, driveway, and off-street parking surfacing. The applicant has been partially successful in meeting the tree-planting/screening condition.

After a complaint was received, the applicant was notified that some form of action would need to be taken to amend or modify the conditional use permit or it would face revocation by the County Commission due to lack of compliance with the permit conditions. The applicant decided to apply for a new conditional use permit to modify the conditions. The applicant is requesting the conditions be changed to allow for the following:

- Propose an alternative access drive surface and confirm access drive size.
- Request extension to comply with updated zoning conditions.

The following criteria are the standards for approval of a conditional use permit followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

(a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

If operated in conformance with existing county regulations, the use should comply with this criterion. The applicant's architect submitted plans in November 2011, later amended in January 2012. Those plans received an approval in February 2012 by letter from the director of Resource Management. That letter indicated that a building permit application could be submitted with appropriate fees. Compliance with the building code would allow for this criterion to be met.

(b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

The current conditional use permit has conditions limiting the hours of operation, lighting, waste disposal, and activity on the site. Those conditions and the requirement for vegetative screening as an effort to screen the covered riding arena are related to success in meeting this criterion. Based on the limited efforts in vegetative screening, this criterion has not been met. Public testimony may provide more information.

(c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

If operated in conformance with existing county regulations, the use should comply with this criterion. Public testimony may be indicative as to whether this criterion is met.

(d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access, and drainage.

The issue of roads and road access is of note for this use. The subject property does not have direct frontage on to Boothe Lane. It has access to public roads via a private driveway that extends across the tract immediately adjacent to the north and one that lies to the northwest. That private drive, the access drive for the subject property, and the internal circulation roads have not been widened and surfaced to meet the requirements of the current conditional use permit. This criterion has not been met.

(e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

This property has already developed in compliance with the present zoning of the area (A-1). The establishment of this conditional use permit will not impede the further development of this area unless a rezoning to a higher density is sought for the surrounding properties.

(f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

Issues with the conditions related to the private drive off of Boothe Lane indicate that while congestion is not a problem, dust and speed are. The conditions related to the private drive should be sufficient to deal with these issues.

(g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

The proposal conforms to other applicable regulations of the A-2 zoning district.

Zoning Analysis: Conditional use permits are structured to allow the governing bodies to approve uses that may be appropriate in the zoning district but which require special review in order to determine whether the proposed use will have an adverse impact on the surrounding area. In 2010, the Planning & Zoning Commission and County Commission approved this use with a substantial list of conditions and a schedule for compliance with those conditions. The applicant has failed to meet that schedule. The action that has been taken by the applicant to meet the requirements of the current conditional use permit has been limited in scope and success. That said, there is no reason to offer additional time for compliance. Per the current conditional use permit, conditions **a), e), f), and m)** have not been met. Those conditions deal with building & fire code compliance, access drive widening & surfacing, off-street parking/internal circulation, and vegetative screening.

Staff recommends denial of the request and termination of the conditional use.

If the Commission desires to approve the conditional use permit, staff has the following conditions:

- 1) The structures utilized by this use are brought into compliance with Boone County's building code and the fire code to the satisfaction of the Director of Resource Management and the Boone County Fire Protection District.
 - a) Structure to be left open except for the side enclosed by stables.
- 2) Limited to 10 horses, including owner's horses.
 - a) Up to 6 additional horses allowed on property when associated with training exercises.

- b) Any horse present on the property for more than three continuous days, regardless of whether it is being used for training exercises, shall be deemed a boarded horse and count towards the 10 horse limit.
- 3) Operating hours 7:30 AM to 9:00 PM.
- 4) Manure and other waste material shall be disposed of in an appropriate manner so as to create no impact to adjacent properties.
- 5) Access drive shall be at least 20' wide to allow two vehicles to pass.
 - a) Widening to be completed by June 1, 2012.
 - b) Access drive improvements to extend 50' past tract driveway.
 - c) All improvements are at applicant's expense unless other users agree to share in the cost.
 - d) Surface to be a minimum of chip and seal by July 1, 2012.
- 6) Provide off street parking for 5 vehicles.
 - a) Off street parking and interior driveway to be dust free.
 - b) All event parking must be contained on site.
- 7) Portable toilet to be on site.
- 8) Any lighting is to be directed inward and downward.
- 9) County Health Department to be allowed access to sample pond from May to September to determine suitability for full body contact.
- 10) No 3rd party rental of the facility.
- 11) No parties.
- 12) Any overnight stay must be related to a site specific event.
- 13) Plant and maintain two rows of red cedar trees or other suitable evergreens to break up silhouette of the under roof riding facility.
 - a) Trees are to be no more than 30 feet apart.
 - b) Trees are to have a minimum diameter of 3 inches at grade.
 - c) Plantings to be completed by June 1 2012.
 - d) Any diseased, dead or dying trees must be replaced within one growing season.
- 14) Revised access and maintenance easement shall be submitted prior to operation.
 - a) Revised access and maintenance easement to be recorded at applicant's expense with the Boone County Recorder of Deeds.
- 15) Amplified sound system not permitted.
- 16) No horse trailers stored on site.

The Planning & Zoning Commission conducted a public hearing on this request during their April 19, 2012 regular meeting. There were ten members of the commission present.

Following the public hearing, a motion was made to recommend denial of the request. The motion to deny the request passed with a unanimous vote.

The applicant has filed a timely appeal of the recommendation for denial.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 1st day of May 20 12

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 VH Properties LLC to approve a Final Development Plan for Midway USA Campus on 21.51 acres, located at 5875 W Van Horn Tavern Rd., Columbia.

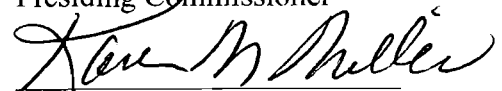
Done this 1st day of May, 2012.

ATTEST:

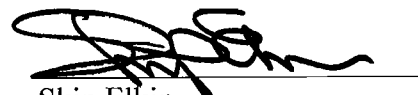
Wendy S Noren cc
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 1st day of May 20 12

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


Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

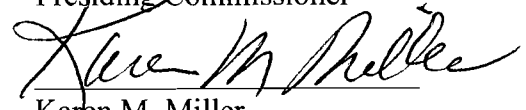
1. Haystack Acres Plat 4. S18-T49N-R12W. A-R. Northwood Baptist Church, owner. James V. Patchett, surveyor.
2. Williams' Estate Plat 2. S21-T48N-R12W. R-S. Georgia R. Redden, Mildred I. Wright, John Williams, Edward Williams, George and Ethel Williams Trust FBO James Otis Williams and Betty A. Butler, owners. James R. Jeffries, surveyor.
3. The Hill at Lake Mert. S10&15-T-45N-R12W. Roger and Jeri Metensmeyer, owners. J. Daniel Brush, surveyor.

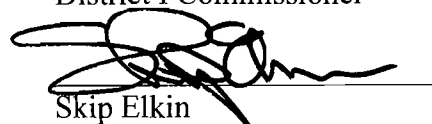
Done this 1st day of May, 2012.

ATTEST:

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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 1st day of May 20 12

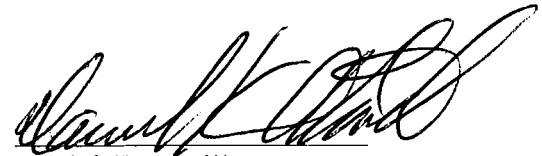
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Facility Maintenance and Sheriff's Department request to utilize Sole Source Vendor Maintenance Connection for Sole Source Purchase 108-123112SS - Annual Software Maintenance for Work Order Management. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

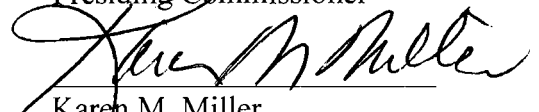
Done this 1st day of May, 2012.

ATTEST:

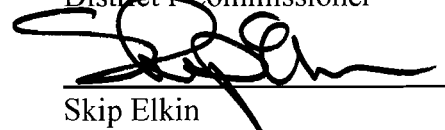
Wendy S. Noren cc
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 24, 2012
RE: Sole Source Purchase – 108-123112SS – Annual Software Maintenance
for Work Order Management with Maintenance Connection

The Facilities Maintenance Department and Sheriff Department request permission to purchase Annual Software Maintenance for Work Order Management Software from Maintenance Connection of Davis, California.

This is proprietary software maintenance for software that was purchased from a bid in 2007. Annual maintenance is \$2,696.40 for Facilities Maintenance and will be paid from 6100 – Facilities and Grounds Maintenance, 70050 – Software Service Contract (\$2,697 remains in the account) and \$1,512.00 for the Sheriff Department from account 1256 – Sheriff / Corrections Building HK/Maintenance, 70050 – Software Service Contract (\$1,512 remains in account).

ATT Sole Source Request

cc: Bob Davidson, Facilities
Chad Martin, Leasa Quick, Sheriff
Sole Source File

Boone County Purchasing

Melinda Bobbitt, CPPB
Director613 E. Ash, Rm 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390**SOLE SOURCE/NO SUBSTITUTE FACT SHEET**

Originating Office	<u>FACILITY MAINTENANCE</u>
Person Requesting	<u>Bob DAVIDSON</u>
Date Requested	<u>4-20-12</u>
Contact Phone Number	<u>886-4400</u>

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt 4-20-12
Signature DateSOLE SOURCE NUMBER: 108-1231255
(Assigned by Purchasing)COMMISSION APPROVAL: [Signature] 5/1/2012
Signature DateExpiration Date: 20 through On-going - Annual Maintenance One Time Purchase (check)

Vendor Name Maintenance Connection
 Vendor Address 1477 Drew Ave. Suite 103, Davis, CA 95616
 Vendor Phone and Fax ph 888-567-3434 fax 775-255-6324
 Product Description Software for Work Order Management
 Estimated Cost \$2696.40 annually
 Department/Account
 Number(s) Invoices Will Be Paid 6100 / 70050

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.
FOR MAINTENANCE & TECHNICAL ASSISTANCE CONCERNING SOFTWARE WE USE FOR WORK ORDER MANAGEMENT.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
COUNTY IT CANNOT SUPPORT US ON THIS SOFTWARE. NO ONE ELSE SUPPORTS THIS SYSTEM.
4. What research has been done to verify this vendor as the only known source?
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers. *MAINTENANCE & TECH. SUPPORT WAS PURCHASED WITH SOFTWARE*
10. What are the consequences of not securing this specific commodity/material?
NO SUPPORT WILL BE AVAILABLE, ANYWHERE.
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
THIS IS AN ON-GOING ANNUAL PURCHASE.

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.

Jane E. Hitchford 4/24/12
Auditor by *Jay* Date

Maintenance Connection, Inc.

 1477 Drew Ave Suite 103
 Davis, California 95616
 United States

 T: 888-567-3434
 F: 775-255-6324

Date	March 22, 2012
Expires	May 21, 2012
Quote #	2154 v2

Prepared For Boone County Renewal
 Jody Moore
 Missouri
 United States
 E: jmoore@boonecountymo.org

Basic Onsite

Type	Item	SKU	Qty	Price	Total
Annual Support	Annual Support Contract (18% of Licensing Fees) Support includes unlimited toll-free technical support, software maintenance and upgrades. Support is renewable annually, and is an optional service contract provided by Maintenance Connection.	ASC	1	\$2,696.40	\$2,696.40*

* Recurring fees billed annually, with 1 up front payment.

Comments:

Support fee will be fixed for a period of no less than 3 years, unless the customer purchases additional licenses.

Total Due	\$2,696.40 USD
------------------	-----------------------

Cost Breakdown

Type	Up Front	Recurring Fees
Annual Support	\$2,696.40	\$2,696.40*
Total	\$2,696.40 USD	\$2,696.40 USD*

* Recurring fees billed annually, with 1 up front payment.

Travel Costs

Customer will be responsible for any reasonable additional travel expenses (airfare, hotel, car, meals) incurred and are not included in this proposal. Travel can be arranged by either the Customer or Maintenance Connection and will be approved by the customer in advance of purchase. Maintenance Connection will maintain a standard of \$50 / day for food / incidentals (unless approved in advance). If services are performed remotely via web conference, travel days and additional expenses do not apply.

Using Services

The way each of these services days are used may change. The items listed above are designed to provide a basic assumption of how this block of days can be used, however these days can be utilized in whatever way the customer would prefer.

To proceed read the following and click below

1) Professional services days can be used in way for installation and setup, analysis, design, implementation, training or custom programming (interfaces). Travel not included for on-site services. 2) Source code for Maintenance Connection will be provided upon purchase. Upon each new release, if Customer is under support contract, source code for new releases will be provided as well. 3) Payment terms will be NET 30. Invoice will reflect software licensing + implementation services and first year annual support fees. Hosting fees (if applicable) will begin being billed the month after the database is available online.



Melinda Bobbitt - Re: Maintenance on Facilities Maintenance Work Order Software

From: Cary Yocum <cyocum@maintenanceconnection.com>
To: Jody Moore <jmoore@boonecountymo.org>
Date: 3/22/2012 10:17 AM
Subject: Re: Maintenance on Facilities Maintenance Work Order Software
Attachments: Quote-2154-Boone-County-Renewal.pdf

Jody-

Great! The support renewal will be \$2,696.40 and will not change unless your organization chooses to purchase additional licenses.

Here is quote for the support and a note that explains it being fixed indefinitely.

Regards,

Cary Yocum
 Director, Sales and Marketing



1477 Drew Ave, Suite 103
 Davis, CA 95616
 Phone: 888-567-3434 x85
 Mobile: 720-251-3171
 Fax: 775-255-6324
cyocum@maintenanceconnection.com



Join hundreds of other MC users at Checkpoint 2012
Register today! Las Vegas. April 24 – 26, 2012

From: Jody Moore <jmoore@boonecountymo.org>
Date: Tue, 20 Mar 2012 10:13:15 -0500
To: Cary Yocum <cyocum@maintenanceconnection.com>
Subject: Re: Maintenance on Facilities Maintenance Work Order Software

Cary,

It sounds like the Sheriff's Department has purchased their own licenses. Therefore, I would like quote for annual maintenance for 8 licenses for Facilities Maintenance. Because our initial contract period has ended, I would like a quote that gives me firm pricing for the next three years. I will have to submit this to our purchasing department and obtain approval from the County Commission, so I will need this quote as soon as possible.

Thanks,
 Jody

>>> Cary Yocum <cyocum@maintenanceconnection.com> 3/19/2012 12:00 PM >>>
 From my records they purchased 3 Licenses and their annual support for those three is \$1360.31

My records also show that facilities has 8 with a renewal of \$2,696.40

Regarding licenses being moved...etc...I have copied Ange Garner who is the implementation consultant working with Boon County.

Ange: Can you confirm how many licenses are on the Boon County Sheriff Server and if any were moved from the Facilities DB?

One last thing: Regarding support. We no longer offer the Gold Package of support. The cost difference on customers with less than 20 licenses was only a few hundred dollars (15% vs. 18%). I would be happy to discuss this further over the phone if you would like.

Regards,



1477 Drew Ave, Suite 103
Davis, CA 95616
Phone: 888-567-3434 x85
Mobile: 720-251-3171
Fax: 775-255-6324
cyocum@maintenanceconnection.com



Join hundreds of other MC users at Checkpoint 2012
Register today! Las Vegas. April 24 – 26, 2012

From: Jody Moore <jmoore@boonecountymo.org>
Date: Mon, 19 Mar 2012 10:58:00 -0500
To: Cary Yocum <cyocum@maintenanceconnection.com>, Melinda Bobbitt <MBobbitt@boonecountymo.org>
Cc: "'info@maintenanceconnection.com'" <info@maintenanceconnection.com>, Bob Davidson <BDavidson@boonecountymo.org>
Subject: Re: Maintenance on Facilities Maintenance Work Order Software

Cary,

We can set up a time to discuss this, but as I have been kept out of the loop of what is going on with the Sheriff's Department, I don't know how much assistance I can be in determining how this should be split. When they separated from us, they took one of the 8 licenses we purchased. There was talk of them taking another of our licenses. We definitely need to keep 6 licenses, at a minimum, for our department. Did they purchase additional licenses from you? I will need pricing for maintenance of 6-7 licenses at both the gold and platinum levels of service. I guess that would basically be 4 proposals--6 licenses at gold and platinum and 7 licenses at gold and platinum. The Sheriff's Department may have something in place on their contract with you for maintenance of a certain number of licenses that will be billed separate from us. I am only interested in getting a maintenance contract in place for Facilities as ours is set to expire.

>>> Cary Yocum <cyocum@maintenanceconnection.com> 3/19/2012 10:45 AM >>>
Jody-

I went through and tried to make heads / tails of the contract % but am a little confused. Could we connect this week to discuss the way this should be split?

Regards,



1477 Drew Ave, Suite 103
Davis, CA 95616
Phone: 888-567-3434 x85
Mobile: 720-251-3171
Fax: 775-255-6324
cyocum@maintenanceconnection.com



Join hundreds of other MC users at Checkpoint 2012
Register today! Las Vegas. April 24 – 26, 2012

From: Jody Moore <jmoore@boonecountymo.org>
Date: Mon, 19 Mar 2012 10:01:10 -0500
To: Melinda Bobbitt <MBobbitt@boonecountymo.org>, Cary Yocum <cyocum@maintenanceconnection.com>

Cc: Bob Davidson <BDavidson@boonecountymo.org>, "'info@maintenanceconnection. com'" <info@maintenanceconnection.com>

Subject: Re: Maintenance on Facilities Maintenance Work Order Software

Cary

We have still not received any pricing information for ongoing maintenance for the Facilities Maintenance department. As stated in an earlier email, we would like pricing for annual maintenance at both the platinum and gold levels.

Thanks,

Jody

Jody Moore
Boone County Facilities Maintenance
jmoore@boonecountymo.org
work request: FMWorkRequest@boonecountymo.org

>>> Melinda Bobbitt 2/27/2012 2:33 PM >>>

Cary,

Attached is a contract for maintenance for our Facilities Work Order software. I believe that we'll need a new maintenance quote for 2012. And we'd also like one for the next three years. Could you please provide a quote and insert the time period the pricing is for (i.e. January 1, 2012 through December 31, 2012; January 1, 2013 - December 31, 2012; and January 1, 2014 - December 31, 2014).

We also need it broken out between the Boone County Facilities Maintenance Department and the Boone County Sheriff Department. Could you please get with Jody Moore in our Facilities Maintenance Department to figure out what percentage / department? Jody Moore's phone number is (573) 886-4400 and her e-mail is jmoore@boonecountymo.org.

After you have the completed quote, please e-mail it to me, and I'll amend the contract.

Thanks,

Melinda

Melinda Bobbitt, CPPB
Director of Purchasing
Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201
Telephone: (573) 886-4391
Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Check out our web site: www.ShowMeBoone.com

Melinda Bobbitt - Fwd: Re: Maintenance on Facilities Maintenance Work Order Software

From: Jody Moore
To: Bob Davidson; Melinda Bobbitt
Date: 4/4/2012 8:24 AM
Subject: Fwd: Re: Maintenance on Facilities Maintenance Work Order Software
Attachments: Fwd: Re: Maintenance on Facilities Maintenance Work Order Software

Did we get a sole source for the Maintenance Connection support? I believe our support runs out this month. We need to get something in place with Maintenance Connection.

Thanks!
Jody

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 1st day of May 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 17-29MAR12 – Tires – Heavy Truck and Large Equipment Term and Supply to Cross Midwest Tire Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 1st day of May, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



613 E. Ash St, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: April 9, 2012
RE: 17-29MAR12 – Tires-Heavy Truck and Large Equipment Term and Supply

The Bid for Tires-Heavy Truck and Large Equipment Term and Supply closed on March 29, 2012. Twelve bids were received. Purchasing and Public Works recommend award to Cross Midwest Tire Inc., for offering the lowest and best bid for Boone County.

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, account 59105 Tires. The budgeted amount for these services is \$110,000.00 for 2012. \$98,460.82 is remaining balance.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Greg Edington
Bid File

Boone County Purchasing

Tyson Boldan,
Buyer



613 E. Ash St. Rm. 109
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Greg Edington
Public Works – Fleet Op Superintendent

FROM: Tyson Boldan,
Buyer

DATE: April 2, 2012

RE: Bid Award Recommendation – 17-29MAR12 – Tires-Heavy Truck and Large
Equipment Term and Supply

Attached is the bid tabulation for the *Five* bid responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:
Department Number: 2040
Account Number: 59105
Budgeted: \$ 110,000

Award by low bid to Cross Midwest Tire Inc.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: Jane Telander Date: 4/3/12

17-29MAR12 - Tires - Heavy Trucks and Large Equipment Term and BID TABULATION

PRICING																		
Category 1 - Medium Truck Tires - Radial, Ply				McKNIGHT BID 1			McKNIGHT BID 2			McKNIGHT BID 3			CROSS MIDWEST TIRE			EWERS TIRE		
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)	
4.7.1.a.	225/70 R19.5 Steering	12PR	CONTINENTAL HSR 14 PLY		\$273.00	FIRESTONE F550		\$255.00	BRIDGESTONE R2501		\$282.00	COOPER ROADMASTER RM170		\$195.00	GOODYEAR G667R5S		\$294.43	
4.7.1.b.	225/70 R19.5 Drive	12PR	CONTINENTAL HDR 14 PLY		\$281.00	FIRESTONE D690		\$267.00	BRIDGESTONE M729		\$315.00	COOPER ROADMASTER RM253		\$211.00	GOODYEAR G622R5D		\$325.04	
4.7.1.c.	225/70 R19.5 Drive Recap	12PR	BANDAG BDLT		\$93.75	BANDAG BDLT		\$93.75	BANDAG BDLT		\$93.75	BANDAG BDLT DRIVE		\$92.00	NB			
4.7.2.a.	10.00-R22.5 Steering *	14 PR	GENERAL S369		\$325.00	FIRESTONE F550		\$340.00	BRIDGESTONE R239		\$375.00	COOPER ROADMASTER RM170		\$40.00	GOODYEAR G667H5A		\$427.23	
4.7.2.b.	10.00-R22.5 Drive *	12 PR	BANDAG BDLT		\$104.60	FIRESTONE FD60		\$341.60	FIRESTONE TD60		\$341.00	GTTI GT644		\$40.00	GOODYEAR G662R5D		\$331.73	
4.7.2.c.	10.00-R22.5 Drive Recap	12PR	NB		\$	BANDAG BDLT		\$104.60	BANDAG BDLT		\$104.60	BANDAG BDL DRIVE		\$40.00	NB			
4.7.3.a.	10.00-R20 Steering *	16PR	NB		\$	NB		\$	NB		\$	DOUBLE CON RR150 HWY		\$40.00	NB			
4.7.3.b.	10.00-R20 Drive *	16PR	NB		\$	NB		\$	NB		\$	DOUBLE CON RLB1 DRIVE		\$40.00	NB			
4.7.3.c.	10.00-R20 Drive Recap	16PR	NB		\$	NB		\$	NB		\$	BANDAG BDL DRIVE		\$40.00	NB			
4.7.4.a.	11-R22.5 Steering *	16PR	GENERAL S371		\$361.50	FIRESTONE FT819		\$378.00	BRIDGESTONE M843		\$497.00	FIRESTONE F550		\$361.00	GOODYEAR 149143L6661ASA		\$438.10	
4.7.4.b.	11-R22.5 Drive *	16PR	GENERAL D660		\$396.00	FIRESTONE FD663		\$384.00	BRIDGESTONE M711		\$429.00	GENERAL D450		\$362.00	GOODYEAR G10R5D		\$417.06	
4.7.4.c.	11-R22.5 Drive Recap	16PR	BANDAG BDLT		\$110.42	BANDAG BDL		\$110.42	BANDAG BDLT		\$110.42	BANDAG BDL DRIVE		\$134.00	NB			
4.7.5.	315/80 R22.5 Steering *	20PR	CONTINENTAL HSR2		\$535.00	FIRESTONE FT819		\$509.00	BRIDGESTONE M660		\$382.00	YOKOHAMA MY627		\$512.00	GOODYEAR G287H5A		\$598.32	
4.7.6.	9.50-R16.5	8PR	FIRESTONE TRANSFORCE HT		\$99.00	FIRESTONE TRANSFORCE HT		\$99.00	FIRESTONE TRANSFORCE H5		\$99.00	FIRESTONE TRANSFORCE H7		\$137.00	NB			
4.7.7.	215/75 R17.5 HTR	16 PR	CONTINENTAL HTR		\$245.00	FIRESTONE F550		\$226.00	BRIDGESTONE R184		\$321.00	COOPER ROADMASTER RM160		\$190.00	GOODYEAR G114LP		\$225.26	
4.7.8.	235/75 R17.5 HTR	16 PR	CONTINENTAL HTR		\$260.00	NB		\$	NB		\$	COOPER ROADMASTER RM160		\$209.00	NB			
4.7.9.a.	245/70 R19.5 Steering	16 PR	CONTINENTAL HSR1		\$301.00	FIRESTONE F550		\$285.00	BRIDGESTONE R250		\$340.00	COOPER ROADMASTER RM170		\$224.00	GOODYEAR G6149R5A		\$347.14	
4.7.9.b.	245/70 R19.5 Drive	16 PR	CONTINENTAL HDR		\$310.00	FIRESTONE FD690		\$300.00	BRIDGESTONE M729		\$371.00	COOPER ROADMASTER RM253		\$237.00	GOODYEAR G622R5D		\$364.36	
4.7.10.	255/70 R22.5 Steering	16PR	CONTINENTAL HSR1		\$335.00	FIRESTONE F550		\$287.00	BRIDGESTONE R250ED		\$417.00	COOPER ROADMASTER RM120		\$252.00	GOODYEAR 149137AG661		\$346.74	
4.7.11.	TOTAL							\$			\$			\$3,356.00				
Category 2 - Tire, Off-Road, Radial, Construction Equipment * = On/Off Road Compound																		
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)	
4.7.12.	14.00-R24	One *	(New)MICHELIN XGLA2		\$1,270.00	(New)BRIDGESTONE VUT		\$1,204.00	(New)BRIDGESTONE VUT		\$1,204.00	(New)BRIDGESTONE VUT		\$1,202.00	NB			
4.7.13.	14.00-R24	One *	(Recap) XGLA (Tread) BANDAG GRADER		\$405.00	(Recap) XGLA (Tread) BANDAG GRADER		\$405.00	(Recap) XGLA (Tread) BANDAG GRADER		\$405.00	(Recap) XGLA (Tread) RETREAD		\$595.00	NB			
4.7.14.	17.5-R25	One *	(New)MICHELIN XTLA		\$1,545.00	(New)BRIDGESTONE VUT/VKT		\$1,636.00	(New)BRIDGESTONE VUT/VKT		\$1,636.00	(New)BRIDGESTONE VUT/VKT		\$1,635.00	NB			
4.7.15.	17.5-R25	One *	(Recap) XGLA (Tread) AP-3 BEAD TO BEAD		\$802.08	(Recap) XGLA (Tread) AP-3 BEAD TO BEAD		\$802.08	(Recap) XGLA (Tread) AP-3 BEAD TO BEAD		\$802.08	(Recap) XGLA (Tread) RETREAD		\$735.00	NB			
4.7.16.	15.5-R25		(New)MICHELIN		\$1,400.00	(New)BRIDGESTONE VUT/VKT		\$1,366.00	(New)BRIDGESTONE VUT/VKT		\$1,366.00	(New)BRIDGESTONE VUT/VKT		\$150.00	NB			
4.7.17.	20.5-R25		(New)MICHELIN		\$2,850.00	(New)BRIDGESTONE VUT/VKT		\$2,125.00	(New)BRIDGESTONE VUT/VKT		\$2,620.00	(New)BRIDGESTONE VUT/VKT		\$2,125.00	NB			

4.7.18.	TOTAL								\$8,272.08			\$7,538.08			\$8,033.08			\$6,442.00					
Category 3 - Tire, Front and Rear Agriculture and Industrial																							
										Price (each)													
Item #	Size	Ply Rating	Tire Code	Type & Brand	Stock No.	\$	Tire Code	Type & Brand	Stock No.	Price (each)	Tire Code	Type & Brand	Stock No.	Price (each)	Tire Code	Type & Brand	Stock No.	Price (each)	Tire Code	Type & Brand	Stock No.	Price (each)	
4.7.19.	6.00-16		6 F-2	NB		\$	F-2	NB		\$	F-2	NB		\$	F-2	NB		\$75.00	F-2	NB			
4.7.20.	7.50-16		8 F-2	NB		\$	F-2	NB		\$	F-2	NB		\$	F-2	NB		\$120.00	F-2	NB			
4.7.21.	11L-16		10 F-3	NB		\$	F-3	NB		\$	F-3	NB		\$	F-3	NB		\$180.00	F-3	NB			
4.7.22.	14.9-R24 FWD		6 R-1	NB		\$	R-1	NB		\$	R-1	NB		\$	R-1	NB		\$499.00	R-1	NB			
4.7.23.	19.5L-24		10 R-4	NB		\$	R-4	NB		\$	R-4	NB		\$	R-4	NB		\$995.00	R-4	NB			
4.7.24.	18.4-R34	Two Star (8-10 PR)	R-1	NB		\$	R-1	NB		\$	R-1	NB		\$	R-1	NB		\$1,050.00	R-1	NB			
4.7.25.	340/85 R28 FWD	127A/B	R-1	NB		\$	R-1	NB		\$	R-1	NB		\$	R-1	NB		\$860.00	R-1	NB			
4.7.26.a.	12-16.5 Foam Filled	10PR	NHS	ARNCO SUPER FLEX		\$249.48	NHS	ARNCO SUPER FLEX		\$249.48	NHS	ARNCO SUPER FLEX		\$249.48	NHS	SOLIDEAL FRONT BKT REPU T		\$420.00	NHS	NB			
4.7.26.b.	12-16.5 Recap (foam)	10PR	NHS	BANDAG BANDAC AT		\$192.00	NHS	BANDAG BANDAC AT		\$192.00	NHS	BANDAG BANDAC AT		\$192.00	NHS	BANDAG BDC		\$190.00	NHS	NB			
4.7.27.	TOTAL					\$				\$				\$				\$4,389.00					
Category 4 - Additional Tire Related Services																							
4.7.28.	Tire Repair - In Shop (each)					\$28.00				\$28.00				\$28.00				\$20.00				NB	
4.7.29.	Alignment - Front axle (each)					\$70 In Jeff City Store				\$70 In Jeff City Store				\$70.00				\$70.00				NB	
4.7.30.	Balancing of Tire (each)					\$22.00				\$22.00				\$22.00				\$18.00				NB	
4.7.31.	Alignment - Front and Rear (each)					\$140 In Jeff City Store				\$140 In Jeff City Store				\$140.00				\$75.00				NB	
4.7.32.	Alignment - Three axle (Tandem trucks) (each)					\$210 In Jeff City Store				\$210 In Jeff City Store				\$210.00				\$145.00				NB	
4.7.33.	Service Call in County normal business hours (per hour)					\$52.50 1ST 30 MILES				\$52.50 1ST 30 MILES				\$52.50 1ST 30 MILES				\$70.00				NB	
4.7.34.	Service Call in County for Emergency After-Hour, nights/weekends/Holidays					\$90/HR				\$90/HR				\$90/HR				\$85.00				NB	
4.7.35.	Service Call in County (per mile)					\$52.50				\$52.50				\$52.50				N/C				NB	
4.7.36.	Flat Shop Rate (per hour)					\$65.00				\$65.00				\$65.00				\$40.00				NB	
4.7.37.	Mounting and Dismounting (Medium Truck Tires)					\$18.00				\$18.00				\$18.00				\$18.00				NB	
4.7.38.	Mounting and Dismounting Dry Tires (per cross section inch)					\$4.50				\$4.50				\$4.50				\$2.50				NB	
4.7.39.	Mounting and Dismounting Tires with Fluid (per cross section inch)					\$6.00				\$6.00				\$6.00				\$3.50				NB	
4.7.39.1.	Inator tires - Non-corrosive, non-toxic, biodegradable, non-flammable and Tire Disposal - Categories 1 & 2 (per tire)					METHANO 1@MARKET RATE ITO 3 BLEND				METHANO 1@MARKET RATE ITO 3 BLEND				METHANO 1@MARKET RATE ITO 3 BLEND				\$2.20				NB	
4.7.40.	Tire Disposal - Category 3 (per tire)					\$8 TO \$25				\$8 TO \$25				\$8 TO \$25				\$7.00				NB	
4.7.41.	Valve Stems (each)					\$3.75				\$3.75				\$3.75				\$3.00				NB	
4.7.42.	Tire Fee Per Senate Bill 225					\$0.50				\$0.50				\$0.50				\$0.50				NB	
4.8.	Minimum % discount for all product lines introduced after inception of the contract and all existing lines not specified herein					NR				NR				NR				CURRENT GOVERNMENT PRICE				NB	
4.9.	Maximum % increase 1st Renewal					NR				NR				NR				15				NR	
	Maximum % increase 2nd Renewal					NR				NR				NR				15				NR	
	Maximum % increase 3rd Renewal					NR				NR				NR				15				NR	
4.13.	COOP? (Yes or No)					YES				YES				YES				YES				NR	

**PURCHASE AGREEMENT
FOR
TIRES- HEAVY TRUCK AND LARGE EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the 1 day of May 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cross Midwest Tire 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, the County of Boone Request for Bid for **Tires-Heavy Truck and Large Equipment Term and Supply**, bid number **17-29MAR12**, any applicable addenda, and the Contractor's bid response dated **March 26, 2012** and executed by **Steve McCray** 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 Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be beginning on the date of award and continuing through **May 01, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to deliver the items as specified within one day after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery 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 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.

7. **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.

8. **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.

CROSS MIDWEST TIRE INC.

by *D. Speer*
title CFO

address 401 S. 42nd St.
Kansas City, KS 66106

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

J. R. Brown
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 *by*

4/24/12
Date

2040/59105 Term/Supply
No Encumbrance Required
Appropriation Account

4. - Response Form

- 4.1. Company Name: Cross Midwest Tire INC
- 4.2. Address: 5320 Highway 763 N
- 4.3. City/Zip: Columbia, Missouri 65202
- 4.4. Phone Number: 573-442-8259
- 4.5. Fax Number: 573-442-2865
- 4.6. Federal Tax ID: 48-1082035
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. PRICING

Category 1 - Medium Truck Tires - Radial, Ply

Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.1.a.	225/70 R19.5 Steering	12PR	Cooper Roadmaster RM170	L11958R892	\$ 195 ⁰⁰
4.7.1.b.	225/70 R19.5 Drive	12PR	Cooper Roadmaster RM253	L1171R2892	\$ 211 ⁰⁰
4.7.1.c.	225/70 R19.5 Drive Recap	12PR	BANDAG BDLT Drive	283DLT	\$ 92 ⁰⁰
4.7.2.a.	10.00-R22.5 Steering *	14 PR	Cooper Roadmaster RM170	L119581034	\$ 40 ⁰⁰
4.7.2.b.	10.00-R22.5 Drive *	12 PR	GTTI GT688	CGTT8R1614	\$ 40 ⁰⁰
4.7.2.c.	10.00-R22.5 Drive Recap	12PR	BANDAG BDL Drive	387BDL	\$ 40 ⁰⁰
4.7.3.a.	10.00-R20 Steering *	16PR	Double Coin RR150 ^{Hwy.} Drive	33281026 3411026	\$ 40 ⁰⁰
4.7.3.b.	10.00-R20 Drive *	16PR	Double Coin RLBI Drive	3411026	\$ 40 ⁰⁰
4.7.3.c.	10.00-R20 Drive Recap	16PR	BANDAG BDL Drive	321BDL	\$ 40 ⁰⁰
4.7.4.a.	11-R22.5 Steering *	16PR	Firestone F5560	156558	\$ 361 ⁰⁰
4.7.4.b.	11-R22.5 Drive *	16PR	General D450	0568006000	\$ 362 ⁰⁰
4.7.4.c.	11-R22.5 Drive Recap	16PR	BANDAG BDX Drive	388BDX	\$ 134 ⁰⁰
4.7.5.	315/80 R22.5 Steering *	20PR	YOKOHAMA MY627	Y62701	\$ 512 ⁰⁰
4.7.6.	9.50-R16.5	8PR	Firestone TransForce HT	189820	\$ 137 ⁰⁰
4.7.7.	215/75 R17.5 HTR	16 PR	Cooper Roadmaster RM160	L11928VT76	\$ 190 ⁰⁰

4.7.8.	235/75 R17.5 HTR	16 PR	Cooper Roadmaster RM160	L11928V978	\$ 209 ⁰⁰
4.7.9.a.	245/70 R19.5 Steering	16 PR	Cooper Roadmaster RM170	L19958R094	\$ 224 ⁰⁰
4.7.9.b.	245/70 R19.5 Drive	16 PR	Cooper Roadmaster RM253	L1171RR094	\$ 237 ⁰⁰
4.7.10.	255/70 R22.5 Steering	16PR	Cooper Roadmaster RM120	L11923R436	\$ 252 ⁰⁰
4.7.11.	TOTAL				\$ 3356 ⁰⁰
*=On/Off Road Compound					

Category 2 – Tire, Off-Road, Radial, Construction Equipment

Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.12.	14.00-R24	One *	(New) Bridgestone VUT	293954	\$ 1202 ⁰⁰
4.7.13.	14.00-R24	One *	(Recap XGLA Tread) BR Retread	55001	\$ 595 ⁰⁰
4.7.14.	17.5-R25	One *	(New) Bridgestone VUT	422827	\$ 1635 ⁰⁰
4.7.15.	17.5-R25	One *	(Recap XGLA Tread) BR Retread	55002	\$ 735 ⁰⁰
4.7.16.	15.5-R25	12	XHA Bridgestone VUT	424609	\$ 150 ⁰⁰
4.7.17.	20.5-R25	12	XHA Bridgestone VUT	420344	\$ 2125 ⁰⁰
4.7.18.	TOTAL				\$ 6442 ⁰⁰

Category 3 – Tire, Front and Rear Agriculture and Industrial

Item #	Size	Ply Rating	Tire Code	Type & Brand	Stock No.	Price (each)
4.7.19.	6.00-16	6	F-2	BKT TF9181 F-2	7-512	\$ 75 ⁰⁰
4.7.20.	7.50-16	8	F-2	BKT TF9090 F-2	7-135	\$ 120 ⁰⁰
4.7.21.	11L-16	10	F-3	Solideal Front BH	103111581	\$ 180 ⁰⁰
4.7.22.	14.9-R24 FWD	6	R-1	BKT RT855 R-1W	7-344	\$ 499 ⁰⁰
4.7.23.	19.5L-24	10	R-4	Firestone AllTrac UH4,	359343	\$ 995 ⁰⁰
4.7.24.	18.4-R34	Two Star (8- 10 PR)	R-1	Firestone RAT 23	362392	\$ 1050 ⁰⁰
4.7.25.	340/85 R28 FWD	127A8/ B	R-1	Firestone RAT FWD	362545	\$ 860 ⁰⁰
4.7.26. a.	12-16.5 Foam Filled	10PR	NHS	Solideal \$ REPNEW +	REPNEW +	\$ 420 ⁰⁰
4.7.26. b.	12-16.5 Recap (foam)	10PR	NHS	BANDAS BDC	MSBDC	\$ 190 ⁰⁰
4.7.27.	TOTAL					\$ 4389 ⁰⁰

Category 4 – Additional Tire Related Services

Item #	Category 4 – Additional Tire Related Services	Price
4.7.28.	Tire Repair – In Shop (each)	\$ 20 ⁰⁰
4.7.29.	Alignment – Front axle (each)	\$ 70 ⁰⁰

4.7.30.	Balancing of Tire (each)	\$ 18 ⁰⁰
4.7.31.	Alignment – Front and Rear (each)	\$ 75 ⁰⁰
4.7.32.	Alignment – Three axle (Tandem trucks) (each)	\$ 145 ⁰⁰
4.7.33.	Service Call in County normal business hours (per hour)	\$ 70 ⁰⁰
4.7.34.	Service Call in County for Emergency After-Hour, nights/weekends/Holidays (per hour)	\$ 85 ⁰⁰
4.7.35.	Service Call in County (per mile)	\$ N/C
4.7.36.	Flat Shop Rate (per hour)	\$ 40 ⁰⁰
4.7.37.	Mounting and Dismounting (Medium Truck Tires)	\$ 18 ⁰⁰
4.7.38.	Mounting and Dismounting Dry Tires (per cross section inch)	\$ 25 ⁰⁰
4.7.39.	Mounting and Dismounting Tires with Fluid (per cross section inch)	\$ 35 ⁰⁰
4.7.39.1.	Alternate liquid material for weight fill on tractor tires - Non-corrosive, non-toxic, biodegradable, non-flammable and heavier than calcium/magnesium, temperature rated to less than -35 degrees F.	\$ 22 ⁰⁰
4.7.40.	Tire Disposal – Categories 1 & 2 (per tire)	\$ 7 ⁰⁰
4.7.41.	Tire Disposal – Category 3 (per tire)	\$ 15 ⁰⁰
4.7.42.	Valve Stems (each)	\$ 3 ⁰⁰
4.7.43.	Tire Fee Per Senate Bill 225	\$.50
TOTAL		\$ 574 ⁷⁰

4.8. Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: Current Govt Price %
Maximum Percentage Increase for each potential renewal period:

4.9. 15 % 1st Renewal Period

15 % 2nd Renewal Period

15 % 3rd Renewal Period

4.10. Attach the required references as per section 2.9.

4.11. Please list below or attach information on any additional services and warranties offered by your company.

See Attached Sheets

4.12. 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.

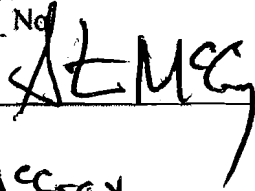
4.12.1. Today's Date: 3/26/12

4.13. 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

4.14. Authorized Representative (Sign By Hand):



4.14.1. Type or Print Signed Name:

Steve McCray

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

County of Johnson)

State of Kansas)^{SS}
)

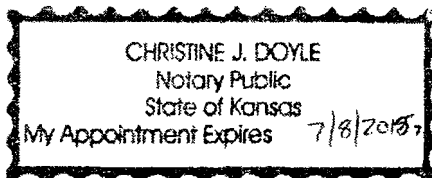
My name is LIBBY ROCK. I am an authorized agent of CROSS-MIDWEST TIRE CO (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is 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.

Libby Rock 3/22/12
Affiant Date
LIBBY ROCK, HR
Printed Name

Subscribed and sworn to before me this 22 day of March, 2012.

Christine J. Doyle
Notary Public



Company ID Number: 176145

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

Employer **C&M Tire, Inc.**

Libby Rock
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/06/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/06/2009
Date

(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.

L. Spencer Martin, CFO

Name and Title of Authorized Representative

L. Spencer Martin

Signature

Date

03-26-12

CROSS MIDWEST TIRE
5320 HIGHWAY 763 N
COLUMBIA, MO 65202
Phone 573-442-8259 Fax 573-442-2865
www.crossmidwest.com

CROSS-MIDWEST TIRE IS AN INDEPENDENT COMMERCIAL TIRE DEALERSHIP OPERATING THROUGHOUT THE MIDWESTERN UNITED STATES. WE SERVICE SOME OF THE NATIONS LARGEST FLEETS WHICH REQUIRE THE HIGHEST STANDARDS FOR TIMELY SERVICE, QUALITY OF SERVICE AND IN THE PRODUCTS THEY REQUIRE. (RYDER, FIRST STUDENT, UPS, PRIME INC, JACK COOPER TRANSIT, TRANSAM, EMERY SAPP & SONS, APAC.)

**HOURS 7:00 AM TO 5:00 PM MONDAY THRU FRIDAY
7:30 AM TO 12:00PM SATURDAY**

**24 HOUR ROAD SERVICE NIGHT, WEEKENDS, HOILDAYS 365 days a year
(After 5:00pm weekdays and After 12:00pm Saturdays)**

WE HAVE A EQUIPED SERVICE FLEET FOR PROMPT SERVICE
2 FLEET SERVICE UNITS
2 FARM AND FLEET SERVICE UNITS
1 OTR SERVICE UNIT

WE ARE AUTHORIZED DEALERS FOR:

**MICHELIN
YOKOHAMA
BRIDGESTONE
FIRESTONE
GENERAL
CONTINENTAL
TITAN**

**BANDAG RETREADS (We have 4 authorized Bandag Retread Facilities that are
All "BOND CERTIFIED" This is the highest possible Bandag rating.)**

**WE ALSO HANDLE NATIONAL ACCOUNT AND GOVERNMENT
PROGRAMS FOR EACH OF THE ABOVE TIRE COMPANIES.**

**WE CAN HANDLE ALL OF YOUR NEEDS FOR:
LIGHT TRUCKS, MEDIUM TRUCK, INDUSTRIAL, FARM, EARTHMOVER,
TRACKS, FOAM FILLING, OTR RETREADING
WE ALSO DO WHEEL REFURBISHING**

**CROSS MIDWEST TIRE HAS 19 SERVICE CENTERS THROUGHOUT THE
MID WEST WHICH ALL OFFER 24 HOUR / 7 DAY ROAD SERVICE.**

**KANSAS CITY MO, ST LOUIS MO, VALLEY PARK MO, JOPLIN MO,
STRAFFORD (Springfield) MO, COLUMBIA MO, KANSAS CITY KS, OLATHE
KS, TOPEKA KS, PITTSBURG KS. SALINA KS, SPRINGDALE AR, AND DUPO
IL.**

**ALSO CROSS-DILLON TIRE IN: LINCOLN NE, OMAHA NE, GRAND ISLAND
NE, NORFOLK NE, DAVENPORT IA, AND DES MOINES IA.**

Cross Midwest Tire
5320 Highway 763 N
Columbia, Missouri Mo 65202

List of References

Boone County Public Works – Greg Eddington – (573) 449-6818

Mo. Dept. Of Trans. Columbia Location – Lawrence Harmon – (573)-874-5674

Mo. Dept. Of Trans. Hallsville Location – Randy Fenton – (573) 219-6618

Boone County Fire Dist. – Roy Francis _ (573) 447-5000

City of Columbia Water & Light – Darrell Anderson – (573) 874-6213



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymmo.org

Bid Data

Bid Number: **17-29MAR12**
Commodity Title: **Tires-Heavy Trucks and Large Equipment Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, MARCH 29, 2012**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
613 E. Ash, Room 109
Columbia, MO 65201**
Directions: **The Boone County Annex Building is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: **THURSDAY, MARCH 29, 2012**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
613 E. Ash, Room 109
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
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment 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. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.

- 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. **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 **Tires and Tire Related Services for Medium and Heavy Trucks and Large Equipment**.
- 2.1.1. **Scope of Work** - The contractor shall provide all services, supervision, labor, equipment, products, and materials necessary to provide the County with tires and tire related services for heavy trucks and large equipment.
- 2.1.2. **Estimated Quantity** - All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume for purchases under a prospective contract.
- 2.2. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from the date of award through May 01, 2012 and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 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. **MINIMUM REQUIREMENTS - ALL TIRES SHALL BE GRADE NO. 1. NO BLEMISHED OR SECONDS WILL BE ACCEPTED (Note - Motor Grader 14.00-R24 and 17.5-R25 retread tires shall be the only exception to this requirement). All tires should fit American size standards.**
 - 2.5.1. Contractor to stock, provide and/or install new tires as outlined by the County.
 - 2.5.2. Contractor to provide related services as needed (e.g. mounting, flat repair, computer balancing, alignment, etc.).
 - 2.5.3. Contractor to provide 24-hour roadside service on an "as needed basis". Contractor shall provide the name and telephone number of point of contact for 24-hour roadside service with the bid submission.
 - 2.5.4. No portions of the work shall be assigned to a subcontractor without the prior knowledge and written consent of the County.
 - 2.5.5. Contractor is responsible for repair and/or replacement of any damage (e.g. includes studs, nuts, etc.) done to the wheel or vehicle in the process of alignment of the vehicle and/or removing and replacing a tire. Contractor shall be required to correct any problem(s) associated with an alignment provided they are notified within five (5) days from the date the alignment was completed by said contractor. Contractor shall be required to commence work on County vehicles within thirty (30) minutes of their arrival and to continuously pursue the necessary work until completed.
 - 2.5.6. If a roadside service call is requested, the Contractor shall be required to arrive within thirty (30) minutes of call for flat repair within the city limits and one (1) hour for flat repair outside the city limits. Contractor shall obtain county **vehicle number and mileage** and have the driver sign the work order legibly. Any tire that the contractor determines to be unsafe and/or needs replacing shall be cleared for replacement by the Fleet Operations Supervisor, Rickey Harvey, or his designated county representative at (573) 449-8515 ext. 229.
 - 2.5.7. **Discontinued Tires** - In the event a tire has been discontinued, the contractor will be required to substitute a tire of the same size that is equal to or greater in quality and durability at no additional expense and with the approval of the Fleet Operations Supervisor, Rickey Harvey, or his designated county representative at (573) 449-8515 ext. 229.
- 2.6. **CONTRACTOR QUALIFICATIONS** - Contractor must be a fully authorized and licensed distributor for the manufacturer's tires offered.

- 2.6.1. Contractor shall operate a fully equipped and outfitted stocking warehouse capable of providing all tires and related services within 20 miles of the Boone County Public Works Department.
- 2.6.2. Contractor must own, operate, and maintain a fleet of roadside service vehicles for delivery, service, flat repair, and mounting of all sized tires.
- 2.7. **SPECIAL CONDITIONS**
- 2.7.1. **10.00R x 20 and 11R-22.5 Radial Steel Load Range H front tires** (All position tires are not acceptable); radial construction, flexible sidewalls, single steel carcass, heavy duty continuous rib tread pattern; tub type-16 ply; off-road compounding to resist cutting, chipping, and snags. Must be rated for all highway speeds.
- 2.7.2. **10.00R x 20 and 11R-22.5 Radial Steel Load Range H rear tires** (All position tires are not acceptable); mud and snow tread; radial construction; flexible sidewalls; single steel carcass; aggressive block tread pattern; tube type – 16 ply; off-road compounding to resist cutting, chipping, and snags. Must be rated for all highway speeds.
- 2.7.3. **14.00-R24 and 17.5-R25 Motor Grader:** New Tires: G2/3 non-directional, aggressive tread pattern, steel belted radial, tubeless. Retreads: XGLA tread design, bead-to-bead construction.
- 2.7.4. **19.5L-24 R-4 Backhoe Tractor:** 19.5L-24 R-4 (10 ply) aggressive tread pattern, tubeless.
- 2.7.5. **18.4-R34 Mowing Tractor:** 480/85 R34 G2 directional, aggressive tread pattern, steel belted radial, tubeless. Load index rating – 149A8/B at a minimum.
- 2.8. **WARRANTY** – Manufacturer’s standard warranty shall apply.
- 2.9. **REFERENCES** – Bidder should include a minimum list of three (3) references, from similar contacts only, who could attest to the quality of the proposed service and the firm’s knowledge, quality of work, timeliness, diligence, etc., including names, contact persons, and telephone number of references.
- 2.10. **INSURANCE REQUIREMENTS**
- 2.10.1 **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.10.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.10.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.10.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.10.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.12. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymmo.org.
- 2.13. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.13.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

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.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. **PRICING**

Category 1 – Medium Truck Tires – Radial, Ply					
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.1.a.	225/70 R19.5 Steering	12PR	_____	_____	\$ _____
4.7.1.b.	225/70 R19.5 Drive	12PR	_____	_____	\$ _____
4.7.1.c.	225/70 R19.5 Drive Recap	12PR	_____	_____	\$ _____
4.7.2.a.	10.00-R22.5 Steering *	14 PR	_____	_____	\$ _____
4.7.2.b.	10.00-R22.5 Drive *	12 PR	_____	_____	\$ _____
4.7.2.c.	10.00-R22.5 Drive Recap	12PR	_____	_____	\$ _____
4.7.3.a.	10.00-R20 Steering *	16PR	_____	_____	\$ _____
4.7.3.b.	10.00-R20 Drive *	16PR	_____	_____	\$ _____
4.7.3.c.	10.00-R20 Drive Recap	16PR	_____	_____	\$ _____
4.7.4.a.	11-R22.5 Steering *	16PR	_____	_____	\$ _____
4.7.4.b.	11-R22.5 Drive *	16PR	_____	_____	\$ _____
4.7.4.c.	11-R22.5 Drive Recap	16PR	_____	_____	\$ _____
4.7.5.	315/80 R22.5 Steering *	20PR	_____	_____	\$ _____
4.7.6.	9.50-R16.5	8PR	_____	_____	\$ _____
4.7.7.	215/75 R17.5 HTR	16 PR	_____	_____	\$ _____

4.7.8.	235/75 R17.5 HTR	16 PR				\$
4.7.9.a.	245/70 R19.5 Steering	16 PR				\$
4.7.9.b.	245/70 R19.5 Drive	16 PR				\$
4.7.10.	255/70 R22.5 Steering	16PR				\$
4.7.11.	TOTAL					\$
			*=On/Off Road Compound			
Category 2 – Tire, Off-Road, Radial, Construction Equipment						
Item #	Size	Ply Rating	Type & Brand		Stock No.	Price (each)
4.7.12.	14.00-R24	One *	(New)			\$
4.7.13.	14.00-R24	One *	(Recap XGLA Tread)			\$
4.7.14.	17.5-R25	One *	(New)			\$
4.7.15.	17.5-R25	One *	(Recap XGLA Tread)			\$
4.7.16.	15.5-R25	12	XHA			\$
4.7.17.	20.5-R25	12	XHA			\$
4.7.18.	TOTAL					\$
Category 3 – Tire, Front and Rear Agriculture and Industrial						
Item #	Size	Ply Rating	Tire Code	Type & Brand	Stock No.	Price (each)
4.7.19.	6.00-16	6	F-2			\$
4.7.20.	7.50-16	8	F-2			\$
4.7.21.	11L-16	10	F-3			\$
4.7.22.	14.9-R24 FWD	6	R-1			\$
4.7.23.	19.5L-24	10	R-4			\$
4.7.24.	18.4-R34	Two Star (8- 10 PR)	R-1			\$
4.7.25.	340/85 R28 FWD	127A8/ B	R-1			\$
4.7.26. a.	12-16.5 Foam Filled	10PR	NHS			\$
4.7.26. b.	12-16.5 Recap (foam)	10PR	NHS			\$
4.7.27.	TOTAL					\$
Item #	Category 4 – Additional Tire Related Services				Price	
4.7.28.	Tire Repair – In Shop (each)				\$	
4.7.29.	Alignment – Front axle (each)				\$	

4.7.30.	Balancing of Tire (each)	\$
4.7.31.	Alignment – Front and Rear (each)	\$
4.7.32.	Alignment – Three axle (Tandem trucks) (each)	\$
4.7.33.	Service Call in County normal business hours (per hour)	\$
4.7.34.	Service Call in County for Emergency After-Hour, nights/weekends/Holidays (per hour)	\$
4.7.35.	Service Call in County (per mile)	\$
4.7.36.	Flat Shop Rate (per hour)	\$
4.7.37.	Mounting and Dismounting (Medium Truck Tires)	\$
4.7.38.	Mounting and Dismounting Dry Tires (per cross section inch)	\$
4.7.39.	Mounting and Dismounting Tires with Fluid (per cross section inch)	\$
4.7.39.1.	Alternate liquid material for weight fill on tractor tires - Non-corrosive, non-toxic, biodegradable, non-flammable and heavier than calcium/magnesium, temperature rated to less than -35 degrees F.	\$
4.7.40.	Tire Disposal – Categories 1 & 2 (per tire)	\$
4.7.41.	Tire Disposal – Category 3 (per tire)	\$
4.7.42.	Valve Stems (each)	\$
4.7.43.	Tire Fee Per Senate Bill 225	\$

4.8. Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: _____%

Maximum Percentage Increase for each potential renewal period:

_____ % 1st Renewal Period

4.9. _____ % 2nd Renewal Period

_____ % 3rd Renewal Period

4.10. Attach the required references as per section 2.9.

4.11. Please list below or attach information on any additional services and warranties offered by your company.

4.12. **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.**

4.12.1. Today's Date: _____

4.13. 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

4.14. Authorized Representative (Sign By Hand):

4.14.1. Type or Print Signed Name:

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

(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.

Name and Title of Authorized Representative

Signature

Date

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(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).

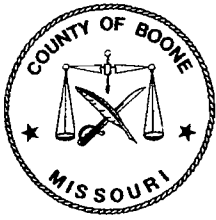
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (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.

Name and Title of Authorized Representative

Signature

Date



Standard Terms and Conditions

Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201
Tyson Boldan, Buyer

Phone: (573) 886-4392 – 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 may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services.

Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201

“No Bid” Response Form

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 17-29MAR12 Tires-Heavy Trucks and Large Equipment Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

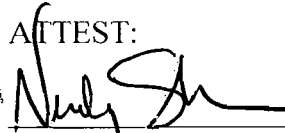
In the County Commission of said county, on the 1st day of May 20 12

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

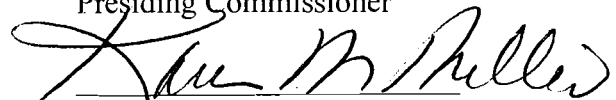
Now on this day the County Commission of the County of Boone does hereby approve the contract between the Curators of the University of Missouri and Boone County, Missouri to research new voting system technologies as a part of the Federal Voting Assistance Program Grant. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 1st day of May, 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

COOPERATIVE AGREEMENT
Federal Voting Assistance Program Grant

THIS AGREEMENT dated the 1 day of May, 2012, is made and entered into by and between BOONE COUNTY, MISSOURI, a political subdivision in the State of Missouri, herein "County," and the THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, herein "University."

WHEREAS, County and University are empowered to enter into a cooperative agreement for the purposes stated herein; and

WHEREAS, County and University have cooperated with each other in applying for certain grant funds in connection with a proposal submitted by Boone County Clerk Wendy S. Noren, on behalf of County, to the United States Department of Defense, Defense Human Resources Activity, herein "DHRA"), to research new voting system technologies to overcome certain challenges which face military and overseas voters; and

WHEREAS, DHRA has awarded County **Grant No.: H98210-12-1-0020** to conduct the research and other activities contemplated in County's grant proposal; and

WHEREAS, County and University desire to enter into this Cooperative Agreement effectuate the intent of the grant proposal and outline both parties' responsibilities and obligations while undertaking the activities contemplated in said grant.

NOW, THEREFORE, the County and the University agree as follows:

1. **Contract Documents.** This Agreement shall consist of the grant documents associated with DHRA's Grant No.: H98210-12-1-0020, including the Grant Application Package submitted by Wendy S. Noren to the Department of Defense for the Federal Voting Assistance Program, the Grant Deliverables to MU (consisting of 3 pages), the University's endorsement submittal to Boone County Clerk Wendy S. Noren dated March 28, 2011 (and signed on behalf of the Curators by Karen MI Green on July 11, 2011) for the "Federal Voting Assistance Project," the Technical Proposal submitted with the grant application materials, the Grant Award notice dated December 12, 2011 for Grant No.: H98210-12-1-0020, and this Cooperative Agreement.
2. **County Agreements.** In order to effectuate the terms of the grant, the County agrees to:
 - a. Administer grant reporting responsibilities, including quarterly reports, implementation reports, status updates, and other reports reasonably required by DHRA;
 - b. Participate in progress meetings with appropriate University faculty and staff;
 - c. Track project progress to ensure timely performance;
 - d. Separately track and record all financial transactions and maintain financial records to satisfy federal reporting requirements;
 - e. Cooperate with the University in the performance of the project;

- f. Promptly review and process for payment all invoices submitted by University for payments contemplated under this Grant, up to a total of payments not to exceed \$500,948.00.

3. **University Agreements.** In order to effectuate the terms of the Subgrant, the City agrees to:

- a. Cooperate with County in the performance of the project;
- b. Perform its obligations under the incorporated grant documents as consistent as possible with the schedule and milestones identified in the incorporated Technical Proposal;
- c. Perform the Research & Development project deliverables for a total cost not to exceed \$268,972.00.
- d. Perform the Maintenance project deliverables for a total cost not to exceed \$231,976.00.

4. **Documentation and Invoicing.** Upon acceptance of this contract and availability of the funds received by the County, the AY 2011 funds (\$66,000.00) allocation as detailed in the University Subcontractor Endorsement and Budget (previously incorporated into this document) shall be paid to the University. The University shall subsequently provide the County with documentation and invoices in sufficient detail to allow County to meet the requirements of DHRA in the authorization of funds under the grant, and County will timely process the same. The parties will cooperate with each other through the timely furnishing of any and all documentation requested by the other party in order to comply with the requirements of the subject grant or either entity's external auditor, with the understanding that both parties will comply with any applicable single audit protocols as dictated by OMB Circular A-133.

5. **Federal Rules and Regulations.** Both parties shall comply with all federal laws, rules and regulations applicable to the grant funds received as contemplated herein, and any procurement requirements or other contract clauses required by the federal government as part of the award of the subject grant funds are incorporated herein by reference.

6. **Completion Dates.** Unless otherwise amended by mutual agreement of the Clerk and the University, the Principal Research & Development portion of the project during Academic Year (AY) 2011, Summer (SU) 2012, and AY 2012. University will complete the Maintenance portion of the project from SU 2013 through AY 2018.

7. **Non-appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned upon the availability of funds appropriated for that purpose.

8. **Assignment.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person without the prior, written consent of the other party. This Agreement shall be binding on any successors or assigns.

9. **Sole Benefit of Parties.** This agreement is for the benefit of the parties and nothing herein is intended to confer any rights or remedies on any third party.

10. **Authority of Signatories.** The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority by order or ordinance to enter into this Agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers to be effective on the day and year indicated above.

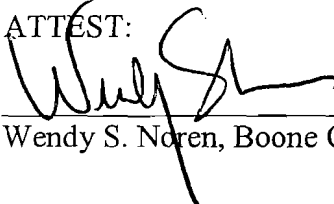
BOONE COUNTY, MISSOURI:

By:



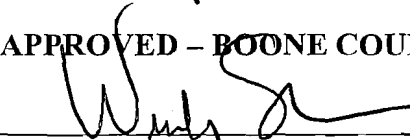
Daniel K. Atwill, Presiding Commissioner

ATTEST:



Wendy S. Noren, Boone County Clerk

APPROVED - BOONE COUNTY CLERK:



Wendy S. Noren, Boone County Clerk

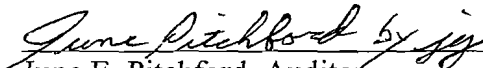
APPROVED AS TO LEGAL FORM:



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.

 by *jjj* 04/24/2012
June E. Pitchford, Auditor Date
Acct# 2330-71100

CURATORS OF UNIVERSITY OF MISSOURI:

By:

UNIVERSITY *of* MISSOURI

OFFICE OF RESEARCH

SPONSORED PROGRAMS ADMINISTRATION
March 28, 2011

INSTITUTIONAL ENDORSEMENT PAGE

PROJECT TITLE: Federal Voting Assistance Project

SUBMITTED TO: Boone County Clerk
Attn: Wendy Noren
Columbia, MO 65201-7729
573.886.4295

SUBMITTED BY: The Curators of the University of Missouri
The University of Missouri - Columbia
Office of Sponsored Programs Administration
310 Jesse Hall
Columbia, Missouri 65211-1230
573/882-7560

PROJECT DIRECTOR: Dale Musser
Computer Science
College of Engineering
University of Missouri-Columbia
Columbia, Missouri 65211-1230

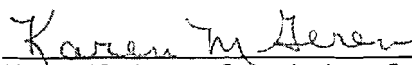
PROJECT DURATION: 09/01/2011 – 05/31/2019

REQUESTED FUNDS: \$500,948

BUSINESS OFFICIAL: Jennifer E. Duncan, Director
Office of Sponsored Programs Administration
University of Missouri - Columbia
310 Jesse Hall
Columbia, Missouri 65211-1230
573/882-7560 / FAX: 573/884-4078

APPROVALS:

FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI



Karen M. Geren, Submissions Specialist
Authorized Signer, Grants and Contracts

7/11/2011

Date

Project ID C00035594



Offeror: The Curators of the University of Missouri

Principal Investigator: Dr. Dale Musser, Assistant Professor
Computer Science, College of Engineering

Project Title: Federal Voting Assistance Program

Project dates: 09/01/11-5/31/19

Total project Cost, \$500,948 US Dollars

UMC identifiers: Proposal 0032225, project 00035594

The duration of the project is divided into two parts. The first period of time is Academic Year (AY) 2011, Summer (SU) 2012, and AY 2012. This time period represents the principal research and development (R&D) for the project. During the principal R&D the software would be developed, tested, implemented and revised. The second part of the project involves maintenance of the software/system. The maintenance portion of the project is from SU2013 to AY2018.

Principal Research & Development

The total cost for the principal R&D is \$268,973.10.

Project Team Members and Roles in this phase:

- The project leader will be an IT faculty member. The project leader will have primary responsibility for the project management, architecture, design, and implementation of the system.
- The cyber-security faculty member will oversee the security-related issues of the project during its design and implementation.
- A graduate student from computer science in the area of cyber-security will focus on research topics related to the voting project. Primarily with the cyber-security faculty member, but also with other members of the team, this researcher will determine the issues and solutions related to creating and deploying the system.
- A staff member that is a system administrator and security expert is included in the project to provide administration of systems, work out server-related issues, and provide input on security-related issues in the system implementation.
- A student in computer science and/or information technology is included in the project to do the primary coding for the project. They will also serve as a source of technical and system support during the life of the project. The student will take direction from the project leader, the cyber-security faculty member, and the system administrator.
- During even years help desk support needs to be provided for voters, election officials, and persons running for office.
- The project has a communication-related component that will be handled by a staff member and a student from journalism.

Maintenance

The total cost for the maintenance phase of the project is \$231,976.80.

Even years are principal election years requiring more effort than other years. During the maintenance phase there will also be ongoing research and development efforts based on system use and feedback.

Project Team Members and Roles in this phase:

- The project leader is needed to continue to provide leadership of the project.
- The cyber-security faculty member will need to have an on-going presence during the duration of the project to deal with issues that arise and to continue engaging in research related issues.
- The system administrator/security expert ensures continued involvement of the sys admin for server-related support as well as to address software upgrades and security-related issues. During even academic years the system administrator will have more involvement in the operation of the systems used during elections.
- The CS/IT student is retained to provide ongoing maintenance and support of the code they have written and because they will provide the primary technical support during the life of the project.
- During even years help desk support needs to be provided for voters, election officials, and persons running for office.
- The journalism staff member is retained to address any communication-related issues for the project in years that are not principal election years.

Dale Musser

Computer Science Dept.

musserda@missouri.edu

573 397 1892 cell

Voting Project Budget

Person	Area	Principal R&D			Maintenance												Total
		9/1/11-5/31/12	6/1/12-8/31/12	9/1/12-5/31/13	6/1/13-5/31/14	6/1/14-5/31/15	6/1/15-5/31/16	6/1/16-5/1/17	6/1/17-5/31/18	6/1/18-5/31/19							
Faculty	IT	\$10,000.00	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$5,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$5,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$5,000.00	\$58,500.00
Faculty	Cybersecurity	\$10,000.00	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$42,000.00
Grad Student	CS/Cybersecurity	\$13,500.00	\$3,000.00	\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Staff	SysAdmin/Sec	\$6,000.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$45,000.00
Student	CS/IT	\$13,500.00	\$3,000.00	\$13,500.00	\$1,500.00	\$6,750.00	\$1,500.00	\$6,750.00	\$1,500.00	\$6,750.00	\$1,500.00	\$6,750.00	\$1,500.00	\$6,750.00	\$1,500.00	\$6,750.00	\$79,500.00
Student	Help Desk Support	\$0.00	\$0.00	\$7,040.00	\$0.00	\$0.00	\$0.00	\$7,040.00	\$0.00	\$0.00	\$0.00	\$7,040.00	\$0.00	\$0.00	\$0.00	\$7,040.00	\$28,160.00
Staff	Journalism	\$10,000.00	\$10,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$40,000.00
Student	Journalism	\$3,000.00	\$1,500.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.00
Total		\$66,000.00	\$43,500.00	\$68,040.00	\$5,500.00	\$10,750.00	\$7,000.00	\$27,790.00	\$5,500.00	\$10,750.00	\$7,000.00	\$27,790.00	\$5,500.00	\$10,750.00	\$7,000.00	\$27,790.00	\$330,660.00

(Facilities and Administration) 51.5% F&A \$170,289.90

Principal R & D	
AY2011 - AY 2012	
Salaries	\$177,540.00
51.5% F&A	\$91,433.10
Total	\$268,973.10

Maintenance	
SU2013 - AY2018	
Salaries	\$153,120.00
51.5% F&A	\$78,856.80
Total	\$231,976.80

R&D and Maintenance	
AY2011 - SU2018	
Salaries	\$330,660.00
51.5% F&A	\$170,289.90
Total	\$500,949.90

Total \$500,949.90

Voting Project Budget

The following is information about the budget for the voting project. The spreadsheet with the full details is in the file titled 'Voting Project Budget v2.0.xlsx'.

I broke up the duration of the project into two parts. The first period of time is Academic Year (AY) 2011, Summer (SU) 2012, and AY 2012. This time period represents the principal research and development (R&D) for the project. During the principal R&D the software would be developed, tested, implemented and revised. The second part of the project involves maintenance of the software/system. The maintenance portion of the project is from SU2013 to AY2018.

The University of Missouri has a 51.5% rate on Facilities and Administrator that is overhead on a contract or grant. This overhead covers the use of facilities and the administrative support for the employees and project. The 51.5% rate applies to salaries, which represents the cost of the project.

Principal Research & Development

The total cost for the principal R&D is \$268,973.10. The salary cost is \$177,540 and the F&A cost is \$91,433.10. The following is the breakdown and justification for the salaries for the principal R&D.

Faculty IT (Project Leader)

The project leader will be an IT faculty member. The project leader will have primary responsibility for the project management, architecture, design, and implementation of the system. The project salary for AY2011 and AY2012 of \$10,000 represents approximately 10% of the academic year salary for that individual. The \$10,000 for SU2012 represents approximately 1 month of salary during the summer.

Cyber-security Faculty

The cyber-security faculty member will oversee the security-related issues of the project during its design and implementation. A salary of \$10,000 is listed for AY2011 and AY2012 that represents approximately 10% of the academic year salary. The \$10,000 for SU2012 represents approximately 1 month of salary during the summer.

Grad Student CS/Cyber-security

A graduate student from computer science in the area of cyber-security will focus on research topics related to the voting project. Primarily with the cyber-security faculty member, but also with other members of the team, this researcher will determine the issues and solutions related to creating and deploying the system. \$13,500 for the academic years is for a graduate research appointment. The \$3,000 for the summer represents one month of summer work.

Staff - System Administrator and Cyber-security Expert

A staff member that is a system administrator and security expert is included in the project to provide administration of systems, work out server-related issues, and provide input on security-related issues in the system implementation. \$6,000 during the academic year represents approximately 10% of the member's salary. \$6,000 during the summer represents approximately 1 month of summer salary.

CS/IT Student

A student in computer science and/or information technology is included in the project to do the primary coding for the project. They will also serve as a source of technical and system support during the life of the project. The student will take direction from the project leader, the cyber-security faculty member, and the system administrator. The \$13,500 during AY2011 and AY2012 is based on \$1,500 per month for 9 months. During SU2012 the \$3,000 represents one month of effort.

Student - Help Desk Support

During even years help desk support needs to be provided for voters, election officials, and persons running for office. The help desk support is calculated based on four months of support for 40 hours per week. 40 hours times four weeks times four months is 640 hours of support. 640 hours times \$11 per hour is \$7,040.

Journalism

The project has a communication-related component that will be handled by a staff member and a student from journalism. The journalism staff member will have a salary of \$10,000 for AY2011 representing approximately 10% of the member's AY salary. The \$10,000 for SU2012 is one month of salary during the summer. It is expected that the level of involvement in AY2012 will be less, so \$5,000 of salary is provided representing approximately 5% of the AY salary. The student in journalism has a salary of \$3,000 for AY2011 and AY2012 and \$1,500 during SU2012. This amount covers the creation of communication-related content by the student.

Maintenance

The total cost for the maintenance phase of the project is \$231,976.80. The salary cost is \$153,120 and the F&A cost is \$78,856.80. These costs cover the period from SU2013 to AY2018. The following is the breakdown and justification for the salaries for the maintenance phase of the project.

Even years are principal election years requiring more effort than other years. During the maintenance phase there will also be ongoing research and development efforts based on system use and feedback.

Faculty IT (Project Leader)

The project leader is needed to continue to provide leadership of the project. \$1,000 for the project leader during the academic year represents approximately 1% of their AY salary. \$1,000 during the summer represents approximately 10% of 1 month of salary. In the even years the summer salary is \$2,500 and academic year salary is \$5,000 because more effort to oversee the operation of the project is needed because the even years are the most active years.

Cyber-security Faculty

The cyber-security faculty member will need to have an on-going presence during the duration of the project to deal with issues that arise and to continue engaging in research related issues. \$1,000 during the academic year represents approximately 1% of their AY salary. \$1,000 during the summer represents approximately 10% of 1 month of salary.

Staff - System Administrator and Cyber-security Expert

\$1000 during the academic year and summers for the system administrator/security expert ensures continued involvement of the sys admin for server-related support as well as to address software upgrades and security-related issues. During even academic years the system administrator will have more involvement in the operation of the systems used during elections. \$6,000 is allocated during even academic years to deal with the additional load and represents approximately 10% of the member's salary.

CS/IT Student

The CS/IT student is retained at a salary that is half of the salary during the principal R&D. The CS/IT student is important because they will provide ongoing maintenance and support of the code they have written and because they will provide the primary technical support during the life of the project.

Student – Help Desk Support

During even years help desk support needs to be provided for voters, election officials, and persons running for office. The help desk support is calculated based on four months of support for 40 hours per week. 40 hours times four weeks times four months is 640 hours of support. 640 hours times \$11 per hour is \$7,040.

Journalism

The journalism staff member is retained at \$1,000 per AY and \$1,000 per summer to address any communication-related issues for the project in years that are not principal election years. During even academic years the salary is set to \$2,000 to deal with the additional load.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center
Financial Management Service
Division of Cost Allocation

April 5, 2011

Room 732
1301 Young Street
Dallas, TX 75202
PHONE: (214) 767-3261
FAX: (214) 767-3264

Ms. Natalie Krawitz
Vice President for Finance and Administration
University of Missouri – Columbia
215 University Hall
Columbia, MO 65211

Dear Ms. Krawitz:

Enclosed is a copy of a facilities and administrative cost and fringe benefit Rate Agreement. This Agreement reflects an understanding reached between your organization and a member of my staff concerning the rate(s) that may be used to support your claim for facilities and administrative costs on grants and contracts with the Federal Government.

Please have the original signed by an authorized representative of your organization and fax it to me, retaining a copy for your files. Our fax number is (214) 767-3264. We will reproduce and distribute the Agreement to the appropriate awarding organizations of the Federal Government for their use.

The Fixed Fringe Benefit cost rate(s) for the fiscal year ending June 30, 2011 are based on actual costs for the fiscal year ended June 30, 2009. They included the following under-recovered (-) or over-recovered (+) costs:

Medical School Employees (Columbia):	\$4,458,674 Over-recovery amount.
All Other Employees:	\$28,434,766 Over-recovery amount.

The fixed rate(s) for fiscal year ended June 30, 2009 is considered final.

The Fixed Fringe Benefit cost rate(s) for the fiscal year ending June 30, 2012 are based on actual costs for the fiscal year ended June 30, 2010. They included the following under-recovered (-) or over-recovered (+) costs:

Medical School Employees (Columbia):	\$3,877,406 Over-recovery amount.
All Other Employees:	\$21,938,307 Over-recovery amount.

The fixed rate(s) for fiscal year ended June 30, 2010 is considered final.

Ms. N. Krawitz
April 5, 2011
Page 2 of 2

A Fringe Benefit cost proposal, together with supporting information and the certified audit financial statement, is required each year. Thus, your next Fringe Benefit cost proposal based on actual costs for the fiscal year ending June 30, 2011 is due in our office by December 31, 2011. Your next F&A proposal based on actual costs for the fiscal year ending June 30, 2011 is due in our office by December 31, 2011. Since this is an integral part of the Negotiation Agreement, please note your acceptance by signing in the space provided below.

Thank you for your cooperation.

Sincerely,



Ari Karim
Director
Division of Cost Allocation
Central State Field Office

Enclosures

ACCEPTANCE

University of Missouri - Columbia
Institution

Natalie Krawitz
Signature

Natalie "Wikk." Krawitz
Name

Vice President for Finance & Admin
Title

4/22/11
Date

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1436003859B4

DATE:04/05/2011

ORGANIZATION:

FILING REF.: The preceding agreement was dated 03/04/2010

University of Missouri-Columbia The
University of Missouri System
118 University Hall
Columbia, MO 65211-3020

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PRED.	07/01/2006	06/30/2009	49.50	On Campus	Organized Res
PRED.	07/01/2006	06/30/2009	26.00	Off Campus	All Programs
PRED.	07/01/2006	06/30/2009	50.00	On Campus	Instruction
PRED.	07/01/2006	06/30/2009	28.00	On Campus	Other Spon Act
PRED.	07/01/2009	06/30/2012	51.50	On Campus	Organized Res
PRED.	07/01/2009	06/30/2012	26.00	Off Campus	All Programs
PRED.	07/01/2009	06/30/2012	48.00	On Campus	Instruction
PRED.	07/01/2009	06/30/2012	30.00	On Campus	Other Spon Act

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PROV.	07/01/2012	Until Amended		"Use same rates and conditions as cited for FYE 6/30/12."	

*BASE

Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000.

ORGANIZATION: University of Missouri-Columbia The University of
Missouri System

AGREEMENT DATE: 04/05/2011

SECTION I: FRINGE BENEFIT RATES**

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FIXED	7/1/2010	6/30/2011	14.20	Columbia	Med Sch Employees
FIXED	7/1/2010	6/30/2011	16.60	All	All Oth Employees
FIXED	7/1/2011	6/30/2012	16.60	Columbia	Med Sch Employees
FIXED	7/1/2011	6/30/2012	19.60	All	All Oth Employees
PROV.	7/1/2012	Until amended		"Use same rates and condiions as cited for FYE 6/30/12."	

** DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages.

ORGANIZATION: University of Missouri-Columbia The University of Missouri System

AGREEMENT DATE: 04/05/2011

SECTION II: SPECIAL REMARKS

NA

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

OFF-CAMPUS DEFINITION: For all activities performed in facilities not owned by the institution and to which rent is directly allocated to the project(s), the off-campus rate will apply. Actual costs will be apportioned between on-campus and off-campus components. Each portion will bear the appropriate rate.

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. FICA is specifically identified to each employee and is charged individually as direct costs. All other fringe benefits are charged using a rate(s). Over/under recoveries from actual costs are adjusted in current or future periods. The directly claimed fringe benefits are listed below:

FRINGE BENEFITS:

Disability Insurance	Worker's Compensation
Life Insurance	Unemployment Insurance
Health Insurance	Dental Insurance
Service Awards	Retirement
Tuition Remission	Wellness Program

Equipment Definition -

Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

ORGANIZATION: University of Missouri-Columbia The University of Missouri System

AGREEMENT DATE: 04/05/2011

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-21 Circular, and should be applied to grants, contracts, and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

BY THE INSTITUTION:

University of Missouri-Columbia The University of Missouri System

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

(SIGNATURE)

Arif Karim

(NAME)

Director, Central States Field Office

(TITLE)

4/5/2011

(DATE) 7087

HHS REPRESENTATIVE:

Theodore Foster

Telephone:

(214) 767-3261

GRANT AWARD

GRANT NO: H98210-12-1-0020
EFFECTIVE DATE: 12 DECEMBER 2011

PR NO(S): HQ0579-1311-0007-000

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

- AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.
- TOTAL AMOUNT OF GRANT:** \$787,616.00
- GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$787,616.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

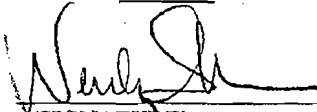
ACRN AA: 9710400 7301 102 79698 4100 QV H5R1 HQ057913110007 S033181
AMOUNT: \$787,616.00
- ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.
- PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the County of Boone (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

SECTION A - EXECUTION OF GRANT AWARD

FOR THE RECIPIENT

County of Boone
801 E Walnut, Room 205
Columbia, MO 65201-4890

CAGE: 4SWR3



(SIGNATURE)

WENDY S. NOREN

(NAME)

BOONE COUNTY CLERK

(TITLE)


DECEMBER 7, 2011

(DATE)

FOR THE UNITED STATES OF AMERICA

Human Resources Activity (DHRA)
Procurement Support Office
4800 Mark Center Drive, Suite 07G12
Alexandria, VA 22350-1300

CODE: H98210



(SIGNATURE)

ROBERT J. LAVELLE

(NAME)

GRANTS OFFICER

(TITLE)

7 DECEMBER 2011

(DATE)

SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient’s expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient’s expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

2. **GRANT TERM.** The Term of this Grant is for a period of **12 December 2011** through **30 November 2016**, subject to availability of funds as specified in Section B, Article 5, below.

3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 12 July 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

5. **FUNDING LIMITATIONS.**

5.1. The Government’s maximum obligation for the term of this Grant is **\$787,616.00**. Costs in excess of this amount will not be paid.

5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

6. PAYMENT.

6.1. **Advance Payment.** Upon acceptance of the terms and conditions of this Agreement, the Recipient shall be entitled to an initial Advance Payment for the first three months of performance (inclusive of pre-award costs). Advance Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO). The Recipient may submit subsequent requests for payment no more frequently than quarterly.

6.2. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Grant. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Grant..

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S1403A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S1403A

NOTE: The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
073755977	43-6000349	4SWR3

7. **PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

8. **DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 33.40.

8.1. **Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer. NOTE: The DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

8.2. Final Performance Report. This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer.

8.3. Special Reporting Requirements. The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

9. FINANCIAL REPORTS: Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a cash basis.

9.1. Schedule of Financial Reports. One electronic copy of Financial Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant: The schedule for required financial reports is as follows:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	12 December 2011 – 29 February 2012 01 March 2012 – 31 May 2012 01 June 2012 – 31 August 2012 01 September 2012 – 30 November 2012 01 December 2012 – 29 February 2013 01 March 2013 – 31 May 2013 01 June 2013 – 31 August 2013 01 September 2013 – 30 November 2013 01 December 2013 – 29 February 2014 01 March 2014 – 31 May 2014 01 June 2014 – 31 August 2014 01 September 2014 – 30 November 2014 01 December 2014 – 29 February 2015 01 March 2015 – 31 May 2015 01 June 2015 – 31 August 2015 01 September 2015 – 30 November 2015 01 December 2015 – 29 February 2016 01 March 2016 – 31 May 2016 01 June 2016 – 31 August 2016 01 September 2016 – 30 November 2016
Final Federal Financial Report (SF 425)	12 December 2011 – 30 November 2016

10. TITLE TO PROPERTY. Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

11. SITE VISITS. The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

12. PREAWARD COSTS. Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 Bob.lavelle@osd.pentagon.mil	(571) 372-2614
TBD AFTER AWARD	Administrative Grants Officer	DCMA Chicago 1523 West Central Road Building 203 Arlington Heights, IL 60005-2451	
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 Robin.Burgess@fvap.gov	(703) 588-8119
Ms. Wendy Noren	Boone County Clerk	County of Boone 801 E Walnut, Room 205 Columbia, MO 65201-4890 wsnoren@gmail.com	(573) 886-4295

SECTION C – GENERAL TERMS AND CONDITIONS

1. FEDERAL REQUIREMENTS. Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. ADMINISTRATION AND COST PRINCIPLES. Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars¹; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “Administration of Grants and Cooperative Agreements With State and Local Governments” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “Cost Principles for State, Local and Indian Tribal Governments” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “Audits of States, Local Governments, and Non-Profit Organizations” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

¹ OMB Circulars can be found at: http://www.whitehouse.gov/omb/grants_circulars

3. **DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**². These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.
4. **OFFICIALS NOT TO BENEFIT**. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.
5. **CERTIFICATIONS**. By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:
- (a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.
 - (b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.
 - (c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.
6. **AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS**. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:
- (a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.
 - (b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
 - (c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.
7. **PROCUREMENT STANDARDS (LOCAL GOVERNMENTAL ENTITY)**. When procuring property and services under this Grant, State governmental entities will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards set forth in 32 CFR 33.36 – paragraphs (b) through (i).
8. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.
9. **RETENTION AND EXAMINATION OF RECORDS**. Retention and access requirements for records shall be as set out at 32 CFR 33.42.
10. **DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815)**. Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in

² The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

10.1. Alternative Disputes Resolution (ADR). These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

11. RECIPIENT RESPONSIBILITY. The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

12. ACKNOWLEDGEMENT OF SPONSORSHIP. The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

13. LIABILITY AND INDEMNITY. Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the

Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

14. CHANGE OF CIRCUMSTANCES. Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

15. TERMINATION AND ENFORCEMENT.

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

16. CHANGES.

16.1. The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval);

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

16.2. Requesting Prior Approval.

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

17. APPENDIX A TO PART 170 – AWARD TERM

I. Reporting Subawards And Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrc.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

18. INVENTIONS (PATENTS).

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of

performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

19. **HATCH ACT.** The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

20. **MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

SECTION D – REPORT REQUIREMENTS

Boone County: Data Collection Point Reporting Requirements.

Note: for those with multijurisdictional consortiums please provide information for each specific jurisdiction.

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

Standard:

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?

3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
 - a. Postal Mail
 - b. Fax
 - c. E-mail
 - d. Online submission
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
 - a. Postal Mail
 - b. Fax
 - c. Email
 - d. Online submission
9. How many UOCAVA ballots were cast?
10. How many UOCAVA ballots were returned as undeliverable?
11. How many total regular absentee ballots were sent?
12. How many regular absentee ballots were cast using the following modes of transmission?
 - a. Postal Mail
 - b. Fax
 - c. Email
 - d. Online submission
13. How many regular absentee ballots were rejected?
14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
15. How many FWABs were cast?
16. How many FWABs were rejected?
17. How many FWABs were rejected after the ballot receipt deadline?
18. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide, if allowed under Missouri law, a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2008 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
19. Please provide a comparative analysis of ballot **transit time** (narrative and supporting raw data)
 - a. Funded program vs. traditional totals
 - b. Funded program vs. traditional program for UOCAVA military and dependents
 - c. Funded program vs. traditional program for UOCAVA overseas (non military)
20. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
21. Please provide a summary of the comments that you receive from users.
22. **Online Voter Registration:**
 - a. Number of UOCAVA voters registered before use of this product. Number of new registrations?
 - b. How many new military registrations?
 - c. How many new overseas registrations?
 - d. How many rejected?

- e. How many non UOCAVA registrations?

23. Absentee Ballot Application:

- a. Number of ballot applications received.
- b. Number of ballot applications sent via mail
- c. Number of ballot application sent via fax
- d. Number of ballot applications sent via email
- e. Number of ballot applications accessed using online system?
 - o Summary of foreign/domestic IP addresses

24. Absentee Ballot delivery:

- a. Number of people that accessed the system.
- b. Number of ballots downloaded.
- c. Number of ballots returned by postal service
- d. Number of ballots returned by fax
- e. Number of ballots returned by email
- f. Number of ballot downloaded multiple times from same user (include geographic location)
 - Number of ballots downloaded from domestic IP address
 - o Summary of geographic locations of the IP addresses
- g. Number of ballots downloaded from foreign IP address
 - o Summary of geographic locations of the IP addresses
- h. How many ballots were counted? (include geographic locations)
- i. How many ballots were rejected?
- j. What were the reasons why ballots were not counted?

25. Help Systems:

- a. Number of UOCAVA voters in each participating county
- b. How many phone calls were there for assistance?
- c. How many times was the online chat support accessed?
- d. Please include survey results
- e. What was the average amount of time spent on assistance via phone?
- f. What was the average amount of time spent on assistance via online chat?
- g. What were the issues that the voter required them to reach for assistance?
- h. Were there any unresolved issues?

26. Please provide a summary of the usage of the mobile application

Opportunity Title:	Federal Voting Assistance Program
Offering Agency:	Department of Defense
CFDA Number:	12.217
CFDA Description:	Electronic Absentee Systems for Elections
Opportunity Number:	H98210-BAA-11-0001
Competition ID:	
Opportunity Open Date:	06/17/2011
Opportunity Close Date:	07/11/2011
Agency Contact:	Robert Lavelle Grants Officer E-mail: bob.lavelle@osd.pentagon.mil Phone: 703 696-8785

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name:

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424)

Key Contacts

Budget Information for Non-Construction Program

Optional Documents

Disclosure of Lobbying Activities (SF-LLL)

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Instructions

1 Enter a name for the application in the Application Filing Name field.

- This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
- You can save your application at any time by clicking the "Save" button at the top of your screen.
- The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

2 Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

- It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
- The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
- To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
- All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

3 Click the "Save & Submit" button to submit your application to Grants.gov.

- Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
- Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
- The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
- You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
 Application
 Changed/Corrected Application

*** 2. Type of Application:**

- New
 Continuation
 Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

COUNTY OF BOONE

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

436000349

*** c. Organizational DUNS:**

0737559770000

d. Address:

*** Street1:**

801 E WALNUT ROOM 236

Street2:

*** City:**

COLUMBIA

County/Parish:

BOONE COUNTY

*** State:**

MO: Missouri

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

65201-7732

e. Organizational Unit:

Department Name:

BOONE COUNTY CLERK

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

WENDY

Middle Name:

SUSAN

*** Last Name:**

NOREN

Suffix:

Title:

BOONE COUNTY CLERK

Organizational Affiliation:

*** Telephone Number:**

573-886-4295

Fax Number:

573-886-4300

*** Email:**

wsnoren@gmail.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Defense

11. Catalog of Federal Domestic Assistance Number:

12.217

CFDA Title:

Electronic Absentee Systems for Elections

*** 12. Funding Opportunity Number:**

H98210-BAA-11-0001

* Title:

Federal Voting Assistance Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

COUNTY LIST.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

EASE Project: Research and Development of Sustainable, Open Source, Multi-Platform Applications for use by election officials to improve outreach, services, communication, and ballot delivery to UOCA

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="787,616.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="787,616.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Key Contacts Form

*** Applicant Organization Name:**

COUNTY OF BOONE

Enter the individual's role on the project (e.g., project manager, fiscal contact).

*** Contact 1 Project Role:** PROJECT DIRECTOR

Prefix:

MS

* First Name:

WENDY

Middle Name:

SUSAN

* Last Name:

NOREN

Suffix:

Title:

BOONE COUNTY CLERK

Organizational Affiliation:

COUNTY OF BOONE

* Street1:

801 E WALNUT RM 236

Street2:

* City:

COLUMBIA

County:

BOONE

* State:

MO: Missouri

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

65201-7732

* Telephone Number:

573-886-4295

Fax:

573-886-4300

* Email:

wsnoren@gmail.com

Delete Entry

Next Person

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 4040-0006
Expiration Date 07/30/2010

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. RESEARCH AND PRODCUT DEVELOPMENT		\$	\$	\$ 740,116.00	\$	\$ 740,116.00
2. RESEARCH SEMINAR				47,500.00		47,500.00
3.						
4.						
5. Totals		\$	\$	\$ 787,616.00	\$	\$ 787,616.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Authorized for Local Reproduction			
	(1)	(2)	(3)	(4)				
a. Personnel	RESEARCH AND PRODUCT DEVELOPMENT	9,819.00						
b. Fringe Benefits		1,249.00						
c. Travel		16,500.00						
d. Equipment		30,600.00						
e. Supplies		6,000.00						
f. Contractual		670,948.00						
g. Construction								
h. Other		5,000.00	47,500.00					
i. Total Direct Charges (sum of 6a-h)		740,116.00	47,500.00					
j. Indirect Charges								
k. TOTALS (sum of 6i and 6j)		740,116.00	47,500.00					
7. Program Income								
Total								

SECTION C - NON-FEDERAL RESOURCES

	(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.		\$	\$	\$	\$
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 375,000.00	\$	\$	\$ 225,000.00	\$ 150,000.00
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 375,000.00	\$	\$	\$ 225,000.00	\$ 150,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	RESEARCH AND DEVELOPMENT	\$ 412,616.00	\$	\$	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$ 412,616.00	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: 617327.00	22. Indirect Charges: 170289.00
23. Remarks: INDIRECT COST AMOUNT INCLUDES F&A COSTS FROM SUB CONTRACTOR(included in contractual cost total)	

i. TECHNICAL PROPOSAL COVER PAGE

TITLE: EASE Project: Research and Development of Sustainable Open Source Multi-Platform Applications for use by election officials to improve outreach, services, communication, and ballot delivery to UOCAVA voters

BAA NUMBER: BAA H98210-BAA-11-0001

APPLICANT CAGE CODE: 4SWR3

APPLICANT DUNS: 073755977

APPLICANT:

**WENDY S. NOREN
BOONE COUNTY CLERK
COUNTY OF BOONE, MISSOURI**

KNOWN CONTRACTORS/SUB-RECIPIENTS

**UNIVERSITY OF MISSOURI - COLUMBIA
OFFICE OF SECRETARY OF STATE - STATE OF MISSOURI**

TECHNICAL CONTACT:

Wendy S. Noren
Boone County Clerk
801 E. Walnut Rm 236
Columbia, Mo 65201
Phone: 573-886-4295
Fax: 573-886-4300
EMAIL: wsnoren@gmail.com and wnoren@boonecountymo.org

ADMINISTRATIVE/BUSINESS CONTACT

Wendy S. Noren
Boone County Clerk
801 E. Walnut Rm 236
Columbia, Mo 65201
Phone: 573-886-4295
Fax: 573-886-4300
EMAIL: wsnoren@gmail.com and wnoren@boonecountymo.org

PROPOSED PERIOD OF PERFORMANCE

8/01/2011 through 12/31/2012 for (system maintenance continued through November 2018)

ii. TABLE OF CONTENTS

Technical Approach and Justification:

Executive Summary _____	3
Goals and Objectives _____	4
Develop tools for online and electronic communication tools _____	4
How the Goals meet the Evaluation Criteria _____	5
Significance _____	5
Sustainability of Products _____	5
Sustainability of Research _____	6
Impact _____	6
Strategic Approach _____	7
Innovation _____	8
Scalability _____	8
Collaborative Qualities _____	9
Cost Benefit Analysis _____	9
Security _____	9
Schedule and Milestones _____	10
Reports _____	12
Management Approach _____	14
Current and Pending Project Submissions _____	19
Qualification of Key Personnel _____	20

iii. TECHNICAL APPROACH AND JUSTIFICATION EXECUTIVE SUMMARY

Boone County Clerk Wendy Noren will lead a team of state, local and university experts who will:

- Research and develop UOCAVA outreach and education programs through non-traditional sources, emerging technology and modern data mining techniques to connect UOCAVA voters to their Local Election Authority (LEA);
- design online FPCA system designed to serve UOCAVA voters, reduce local election authority workload, increase data integrity and improve UOCAVA voter knowledge of and access to alternate ballot delivery availability;
- Research, design and develop online or other ballot delivery methods for all Missouri jurisdictions that will increase the probability that a UOCAVA voter will be able to receive, vote, cast and have counted their ballot;
- Research and potential development of online ballot delivery system that would be open to states and jurisdictions outside Missouri – subject to University capacity limits;
- Research and develop alternative processes for low cost processing of paper ballots returned by mail to improve accuracy and reduce LEA workload;
- Design systems with end goal of providing a low maintenance system for perpetual use by states and local governments;
- Provide research and produce mobile apps that can be used to help UOCAVA voters connect the LEA;

These systems serve to extend and expand the initial research and development done by Boone County to communicate to UOCAVA voters new opportunities for ballot deliver, provide web based access to request electronically delivered ballots and participation in 2010 Electronic Voting Support Wizard through the FVAP.

This grant will incorporate lessons learned from the design/development program to provide expanded ballot delivery systems and communication tools for both UOCAVA voters and LEA's in Missouri.

The primary deliverable under this grant will be an online application and ballot delivery system that is designed to provide synergy with current LEA process and improve data accuracy.

The University of Missouri and the Boone County Clerk will also research and develop ways to utilize technology concepts standard in commercial operations but unknown and currently unavailable election official to indentify and link UOCAVA voters with their LEA. The research will look into how to leverage available “big data” to develop tools to assist UOCAV voters.

The open source applications developed by the University will provided to all Missouri jurisdictions through 2018. The systems will be designed with the end goal of providing either perpetual use through migration to state or local hosting sites or development of a cost fee for service system affordable by even the smallest jurisdiction in the state. In addition, applications will be made available at no cost to state and local jurisdictions outside Missouri that have the ability to implement independent of the University of Missouri.

iii. TECHNICAL APPROACH AND JUSTIFICATION

Goals and Objectives:

A. Develop deliverables for online and electronic communication tools:

The primary deliverable under this grant will be the development of online and other electronic applications that can be used by UOCAVA voters and LEAs to process registration and absentee applications; provide delivery of electronic format ballots, keep the UOCAVA voter informed on ballot status and improve tracking and reporting capabilities. The Boone County Clerk will coordinate the research and design of these applications with University of Missouri College of Engineering Computer Science Department, the Secretary of State through their state voter registration database vendor and local election authorities in Missouri. The design and development will build on previously designed applications used in Boone County for the implementation of MOVE to incorporate them into the state election management system as well as enhance and expand them to local jurisdictions statewide.

Missouri jurisdictions other than Boone County are reliant on the state voter registration database for absentee and election management processing. These functionality of this system can be enhanced to improve services available to voters under MOVE.

The Missouri rate for utilization of electronic delivery in the 2010 election was dismally low (approximately 1%) except in Boone County where more than 90% of the UOCAVA voters eligible for electronic delivery requested and received their ballot through automated ballot delivery systems. This utilization rate was so low because of the following identifiable barriers:

- UOCAVA voters were not aware of the availability of this service
- Election Authorities had no incentive to encourage the use of electronic ballot delivery because the process available was significantly more burdensome than mailing a ballot.

Through the expansion of programs developed in Boone County statewide these barriers can be significantly reduce through systems that:

- communicate availability of electronic delivery of ballots to UOCAVA voters early
- develop online registration and absentee application systems that allow UOCAVA voters easy access to entering and where necessary printing appropriate applications
- to reduce LEA data entry workload and error rate provide for collection of the application data entered by the UOCAVA voter for delivery to LEA in a format that can be merged electronically to the voter registration database after the application is received and approved by the LEA
- eliminate duplication of effort currently needed to manage voter database, ballot counting systems and a new layer of electronic ballot delivery through the development of a consolidated ballot layout and coding system utilized for all systems
- maintain an automated communication flow to the voter of the status of the application so the voter does not have to go to a website to determine status;
- research the effectiveness of various alternative methods to capture voted ballot data submitted by mail and incorporate it electronically to ballot counting systems;

- develop systems to assist in the reporting requirements for LEA's
- research and develop tools that assist in the prevention of fraudulent use of technology used to provide services to UOCAVA voters
- develop all applications with the knowledge that over the next few years more people will be communicating and processing transactions through mobile smartphone technology rather than traditional computers;
- identify and develop mobile applications that can enhance the democracy experience of UOCAVA voters
- identify and develop sources for partnerships in getting these applications to UOCAVA voters (i.e. National Guard agencies for inclusion in materials provided to members being sent overseas, college registrars for students going abroad etc.)

B. How the Goals meet evaluation criteria:

Significance – The significant variation between the rates of electronic delivery in Boone County versus the balance of the state demonstrates that these tools have potential to dramatically increase utilization of electronic ballot delivery. The Boone County experiments indicate that comprehensive programs that increase UOCAVA voter access and reduce LE costs can have a significant impact on usage rates of ballot delivery systems. By developing an open source system designed to be transferable to many jurisdictions across the country these grant funds can dramatically enhance the ability of any UOCAVA voter to have their ballot cast and counted in a timely fashion.

By researching how modern technology tools are used commercially to identify and provide services a specified customer base we can expand the knowledge base of potential services available to voters. Utilizing modern data mining techniques (with privacy by design concepts) could change the tools available to identify, track and serve UOCAVA voters. The technology exists today but no one has researched and developed tools to bring those concepts and technology to the voter service area. As an example, when I book a flight to XYZ I get email from rental car companies asking if I want to rent are car. This grant will research how that technology might be translated to our business function of serving voters. Other research area can be how we might utilize smart phone technology to identify and connect UOCAVA voters with the correct LEA.

The capacity to do this type of research identify cost effectiveness of application development is not available to the current vendor base serving the election community. Research on this scale can best be filtered and tested through a major research institution, such as the University of Missouri, that has the mission and technical skill set to develop a multi-disciplinary approach to the problems faced by UOCAVA voters and election officials.

Sustainability of product deliverables

The design and implementation of this system will be focused on the primary areas critical to sustainability of the product:

- The system must reduce increase the probability that a UOCAVA voter has the correct ballot in time to have it cast and counted;
- The system needs to decrease the workload and costs for local election officials
- There is a long term commitment on the part of the University of Missouri to insure the end product will be available after 2018 for a low fee for service rate that is affordable to

any Missouri jurisdiction. We believe the model by then could be in the range of \$100 per election set up and 2.00 to 3.00 per ballot transmitted. This price range will keep LEA's utilizing a system because the cost of transmitting ballots through this system will be less than processing them by mail;

- There is a commitment on the part of the University of Missouri to allow migration of all applications at no charge to a state or local host site for ongoing use;
- The system must duplicate and enhance due diligence efforts currently used by LEAs to prevent fraudulent use of the UOCAVA process;
- The system must provide UOCAVA voters with easy access to the processes necessary for casting a ballot and utilize technology to enhance the experience for disabled voters;
- The system must provide confidence to UOCAVA voters that their voter data is used appropriately and only for processing ballots;
- The system must provide the UOCAVA voters the ability to use the technology available to them i.e. mobile phones, to easily process their requests, and communicate with their LEA through the development of downloadable applications from app stores;

These concepts will guide the development of all applications identified as deliverables to extend the useful life of any product developed.

Sustainability of Research Components:

The research on voter outreach through use of technology will identify costs associated with and how we leverage scarce funds to maximize our access to tools that connect us with UOCAVA voters.

It is highly unlikely that any local jurisdiction would be able to subscribed to and maintain the kind of data mining structures that will be explored but properly through research and building partnerships there may be components of this grant that will identify systems that could be appropriate at the state level.

Voter outreach applications will, like the other applications developed under this grant, continue to be available to Missouri local and state election officials.

Impact

Missouri currently processes approximately 16,000 UOCAVA ballots in a Presidential Election and up to 10,000 in an off year General Election. There is minor participation in primary elections. The Boone County numbers indicate that given easy access to choosing electronic ballot delivery, 90% of the UOCAVA voters will choose that option. Current usage in other Missouri jurisdictions was approximately 1%. Implementation of these proposals statewide can result in dramatic increase in services envisioned under MOVE.

In the 2008 Presidential Election 17% of UOCAVA voters whose applications were processed did not have a ballot counted. Primary reasons include the ballot was received too late, it was returned undeliverable, the status was unknown (indicating it was received by the voter too late or lost in mail). An additional 5% of the UOCAVA voters had a ballot counted from the FWAB submitted which indicates the regular ballot was not received in time to be returned and counted.

Approximately 100 ballots that were received timely were rejected because of failure sign or complete the appropriate affidavits. Primary elections present an additional set of errors when voters do not request a party ballot (required by state law)

Implementation of these proposals will reduce the error rates of ballot delivery, return and affidavit processing through the use of online application, ballot delivery and affidavit generation procedures that validate information, reduce data entry errors, and are evaluated for usability to reduce voter confusion.

Design of this system will also be evaluated to possibly allow other states and local jurisdictions to utilize the tools developed as capacity permits. Due to the open source nature of the products developed potential impact is nationwide adoption of common software.

Strategic Approach

The primary deliverables under this will be based on prototype systems that were in place in Boone County and utilized in 2010. Boone County had versions of web based application processing and automated notifications of applications/ballot in place for several election cycles. Electronic ballot delivery through automated email system was developed and implemented in 2010. In addition an online ballot marking was designed to specifications developed in Boone County and provided to Boone County voters through the 2010 FVAP Electronic Voting Support Wizard (EVSZ).

The Boone County experience demonstrates that the deliverables for electronic application, ballot delivery and ballot status notification increases UOCAVA service levels and reduced workload in processing applications, ballot delivery and responding to voter queries. In addition the Boone County Clerk will research and design best method for processing returned paper ballots and incorporating them into the ballot counting systems currently in use in Missouri.

This grant will be utilized to analyze how best to incorporate these successful design elements into the software used by the other 115 local jurisdictions in Missouri as well as develop new applications that will set up the online ballot delivery system. The online ballot delivery system will contain many of the elements that were designed by Boone County for the EASE project but will be modified to address issues not adequately covered during the short time frame of that grant:

- Usability testing of design elements as well as interface with assistive technology devices;
- Security issues related to downloadable ballots
- Conversion of voted paper ballots returned to LEA to format that allows producing machine counted results
- Utilization of ballots by UOCAVA voters who have disabilities

The University of Missouri will provide expert cyber security support throughout the design and maintenance to insure ballot integrity and will provide facilities and personnel for usability testing throughout the project. Additional consultant work is included in the budget to have usability consultations from expert(s) who have specific research and testing experience with ballots and where necessary “privacy by design” expert review.

The State of Missouri will provide under contract the modifications to the state voter database that will be required to import and export data elements necessary to accomplish full electronic process of application and online ballot delivery.

The University of Missouri will develop mobile applications that enhance the UOCAVA voter's ability to access the tools developed under this grant and process their applications and ballots. This will be enhanced by the military initiative to place a Smartphone device in the hands of all personnel. As more people move to these systems and away from traditional web/internet pages this will be critical need;

The Boone County Clerk, in conjunction with the University, will identify and recruit key government, industry, political, not-for-profits, commercial, university and journalists to research and identify best methods for:

- identifying the customer base and strategies to provide content to them through innovative search engine, social media, data mining that successfully used in other industries but are not available to election officials;
- development of partnerships for putting the tools in the hands of the UOCAVA voters

Innovation:

- No current open source applications exist for use by election official in the areas we have identified as deliverables;
- No current affordable fee for service ballot delivery system exists that would provide for perpetual sustainability of the concepts outlined in the grant notice;
- The grant will fund research into alternative ways to process returned paper ballots to determine the most cost effective and accurate method for incorporating these votes
- The mobile applications to be researched and developed by the University will be unique and designed to be available to all election officials;
- New research will be been done to identify sources and develop cost modeling for alternative service delivery methods;
- New research to identify appropriate partners to enhance the availability of the tools developed by having them incorporate the tools into their service structure;
- All systems will be designed to meet Section 508 requirements and this study will further work with consultants who have specialized skills in identifying assistive technology components and usability requirements in the election process and incorporate those concepts into all design development processes;

Scalability:

The design of this system is geared toward maximum scalability of software components and ongoing service through 2018. The end cost model is designed for ongoing usability. The product will also incorporate design elements that would allow other states or local jurisdictions (assuming same ballot design criteria as Missouri) to utilize the system up to current capacity limits. These limits will be identified and costs developed to expand the process to any jurisdictions.

The project will utilize, if available in a timely fashion, common data format criteria to be established by NIST. The project is not designed to incorporate state specific ballot design issues that do not exist in Missouri (i.e. straight party voting, ballot rotation).

Collaborative Qualities of the Project:

The project will be collaboration between State, local election officials (116 jurisdictions) and University of Missouri -Columbia.

The University of Missouri Columbia is one of the nation's 76 land grant Universities whose mission is to expand the research conducted at the University beyond the campus and into communities. As such, the University works within a consortium of land grant universities to expand the research not only to Missouri communities but also to other states. This unique system may assist in expanding the work product developed under the grant to other states and local jurisdictions. In addition the University has developed prior working relationships with military base personnel, other colleges and universities and state agencies that will be involved in this project.

Cost Benefit Analysis:

Although this is a statewide project covering all election jurisdictions we propose to focus cost benefit and return on investment analysis to the jurisdictions that process more than 200 ballots. These represent 75% of the UOCAVA voters and reduce the study pool from 116 jurisdictions to less than 20. These entities cover a range of jurisdictions with varying degrees of available staffing. They also contain jurisdictions that have military bases, colleges and universities and National Guard sites that are focal point for most UOCAVA applications. This way we can focus on more in depth analysis.

The system will incorporate tracking processes to analyze site visits, application access, online ballot delivery, error tracking. Cost benefits of various designs will be analyzed prior to implementation to determine most economical and broadest use design for long term implementation. Research programs and communication/marketing application will identify usage rates. If possible, traffic flow will be analyzed to determine ways to improve usage by UOCAVA voters. Utilizing partnership development will increase usage by UOCAVA voters thereby lowering cost per vote and LEA overhead.

Critical to this will be developing a cost effective method to translate voted paper ballots to readable formats in the ballot counting process. Allowing online delivery of ballots without this will cause an increase in LEA workload through having to re-mark ballots. Current estimates of vendor provided systems are not feasible on statewide basis so alternative processes need to be researched, designed and developed.

Security Measures

Throughout the process we will have the University Cyber Security program assist with development of state of the art security procedures and controls. In addition, research will be conducted on the specialized nature of ballot security in the online environment and tools to protect against fraudulent use of services provided to UOCAVA voters.

Schedule and milestones:

FPCA(Registration and Absentee Application) Web Tool

August 2011 – contract awards and determine data elements for state database; determine functional elements work plan for state vendor to develop quotes

August 2011 – Meet with targeted LEA's for design meeting and have Cyber Security research and reviews completed

September – initial design & design phase usability testing and define automated email system requirements

October – develop and test security/privacy plan for FPCA data transmission

October 1 – finalize design elements for University program development

November 1 – final design plan to State database vendor for contracting April 1 deliverable

November – develop voter notification protocols to connect voter to the LEA and inform on the status of application

October 1 to December 1 University coding and testing of FPCA functions

December 1-7 – usability testing of final product

MILESTONE Key Assessment point: December 15 – FPCA testing and dual processing in Boone County.

Development of LEA training materials

January – April – live processing in Boone County and development of LEA training materials

April – final testing of State Database merge programs.

Late April/ May – LEA training of MCVR merged application processing

MILESTONE May 15 2011 – live implementation statewide

Key Assessment Point

Simultaneous – research and development of mobile apps for this function

Online Ballot Delivery Tool:

2011

August 2011 – define data elements for state database. Review design options. Meet with LEAs for design meeting and present design options

August 2011 – meet with ballot counting system subcontractors (Premier and Sequoia) to conduct feasibility study on creating exports of ballot definitions and review returned ballot processing options

September 1-15 – Cyber Security research and reviews and develops security plan and design phase usability testing and review IEEE and NIST common data format requirements

September 15-30th – review system plan to LEAs at state conference and define automated email system requirements

October – develop design elements for State Database – submit to vendor for pricing

Milestone October 15 – final design plan with University

October 15 through December 15 – design and development of online system; research on ballot printing system

November 15 – Boone County sample presidential primary file extracts available to University

November 15 – finalize design contract with State database vendor

December 1 – usability testing of sample online ballot data

December 15 – Boone County notifies UOCAVA voters of new system for online signup test voter notification email system.

December 20 – data extracts of precinct district data for presidential primary from Boone County

Milestone December 27 – online ballot definition system live for Boone County 2012

Milestone week of January 15, 2012 – online ballot delivery system live for Boone County UOCAVA presidential primary voters (legal deadline January 20)

January 15 through March 15 – ongoing processing of Boone County presidential primary voters, statistical reporting and voter usage; Develop training materials

April 10-15 Usability testing of state database modifications

April 15 – complete final testing of State Database extract programs

April-May – LEA training

Milestone May 29, 2012 online ballot definition system goes live for 20 largest UOCAVA jurisdictions (and others who choose to participate)

Milestone Week of June 17 Online ballot marking system goes live for participating jurisdictions and voters

June 17-August 15 – ongoing statistical reporting and monitor modifications needed modifications needed

August 15 – Lessons learned review and modifications due

August 15 – August 25 additional training programs

August 25th final modifications due and online ballot definition system goes live for all jurisdictions

Week of September 17th – online ballot marking system available statewide (legal deadline September 21)

Mobil Apps – this process will run in conjunction with the above systems and will include identifying and meeting with Missouri military base and National Guard personnel early in the process to insure timely delivery of services that service group;

Research –

September 2011 – November identify and coordinate technology based voter outreach summits to develop technology distribution partners and pathways to connect UOCAVA voter with LEA; survey UOCAVA voters and third party application processors (i.e. Overseas Vote Foundation)

November 2011 to January 2012 – define research models and additional mobile application concepts, finalize partnership contacts;

January to May develop partnership applications identified in research and conduct Cyber security research on electronic return of ballots;

June – deploy partnership applications in conjunction with state FPCA rollout

June – November – monitor partnership participation for connecting UOCAVA voter to LEA
November – December 2012 – review and report data evaluate lessons learned and determine programs for future implementation; report on cyber security findings for potential for future models for online delivery of voted ballots;

Post 2012 (through 2018) – maintain online systems developed under this grant at no cost and provide ongoing assistance to LEA's; provide software to other state and local entities at no cost; develop low cost fee for service pricing model for post 2018 that any jurisdiction will be able to use. Continue research and development of applications for partnership development;

REPORTS

Administration, status and financial;

Boone County will provide status reports on application development at least quarterly;
Boone County will provide implementation reports within one week of each milestone that identifies problems and successes;
Research reports and recommendations for cyber security controls will be provided upon receipt by the Boone County Clerk;
Contracts will be available upon approval by Boone County Commission;
Status updates with state database vendor will be provided quarterly;
Boone County will arrange for FVAP personnel to participate in application testing and consolidate reports and recommendations from that testing;
Boone County will provide review and report on consultant work at least quarterly;
Boone County will file report of progress in conjunction with any payment in excess of 10,000 to single source;
Boone County will separately track and report all financial transactions and maintain records appropriate with state and federal requirements provide all required financial reporting;
Boone County will comply with all audit requirements arising from this grant but is requesting funding for additional costs Boone County will incur as a result of this grant (i.e. major program audit – see budget request)
Boone County will separately track all equipment and software purchase made from grant funds;
All audit reports for Boone County will be available to the FVAP and the public at www.showmeboone.com/auditor
Boone County will development contracts and schedules to insure appropriate reporting compliance with federal grant requirements from sub-recipients;
Boone County will develop, in conjunction with the state and LEA's a method for defining any cost savings, error reduction, and possible cost increases; this data will be used in conjunction with application, ballot delivery and ballot processing statistics to develop a final return on investment report in January 2013;
Boone County will use statistical reports generated from current and developed systems to identify and report improvement in successful completion of ballots from application to counting for UOCAVA voters in Missouri;

Statistical Reports:

Online application and ballot delivery systems will be designed to track and report statistics of accessed, submitted, processed, received, approved and notified;

Email notification systems will provide statistics on quantity and content coding (i.e. application accepted emails sent; application rejected emails sent: etc)

Online systems will be designed to collect detailed transaction data and produce reports statistics for usage, error, voter status, voter activity and other including but not limited to:
Date time source (ip address);

Prior to implementation, research will be conducted to identify a comprehensive set of transaction tracking recommendations that will be incorporated into the system;

Transaction statistics will be reportable by state or jurisdiction on demand and downloadable in common format (i.e. csv) for additional desired analysis and report generation;

Helpdesk transactions and reporting will be provided at state and local level;

Immutable audit logs will be developed and report generation of those logs will be available;

Mobile apps will be developed with tracking systems for downloads;

Mobile apps will be evaluated for inclusion in the Reynolds Journalism Institute annual survey of iPod apps

Research reporting

How to utilizing successful business models for data mining, extracting social network data, web transactions to connect UOCAVA voters with tools developed and their LEA;

Cyber security report on potential avenues for the future of returning ballots electronically;

Survey data from UOCAVA voters before and after the development of these products;

Survey data from states on availability of web based absentee/registration application and ballot delivery processing;

Reports and recommendations from each of the four proposed summits (see budget narrative) designed to assess best uses of available data mining options to identify and reach our customer base; build partnerships with social media, web search, not for profit and political who provide third party applications to create convergent technology; and engage media leaders to develop public education campaigns on availability of tools;

Usability testing reports and documentation on how to incorporate applications with assistive technology to maximize usage by disabled voters;

Quarterly updates of research status, findings and recommendations;

Special reports and papers that may derive from any of the above research;

How the technologies and systems developed can be expanded to the disability community and general voting population to increase return on investment;

These reports will be completed and filed by end of January 2013 along with a final report - contents will be developed in consultation with the FVAP staff.

iv. MANAGEMENT APPROACH

Personnel:

PROJECT DIRECTOR:

Wendy Noren Boone County Clerk

Wendy Noren will manage the grant on behalf of the County of Boone and coordinate with subcontractors in the design, development, testing and implementation of all products under this grant. She will also advise on research topics and coordinate consultants and identify potential participants in research studies on technical, security, and outreach efforts. She will be responsible for all administrative aspects of the grant and coordinating compliance by the subcontractors.

Ms Noren is serving as Project Director and is the applicant for this grant because many of the products to be designed and delivered have already been in production in Boone County. She has previously designed, programmed and implemented the automated web voter/absentee application sites, automated ballot email notification system and secure data transfer systems to an from the Secretary of State database. She also designed specifications and programmed the data extracts used in the pilot online ballot delivery system used in 2010 through EVSW.

Ms. Noren will be responsible for working with University of Missouri, Secretary of State and LEA's to create functional design specifications, assist with the development of specifications needed state database modifications; work with University staff on design of online applications; develop test programs for data extraction and transfer; conduct pilot program in Presidential Primary using live system; assist with development of training programs and provide financial management of the grant. Ms Noren will investigate methods of electronically counting ballots returned by mail (i.e. through barcode of votes cast). She will also assist with the development of survey applications and results, coordinate seminar development and review research progress.

It should be noted that most of the design elements already exist for these programs. Ms Noren will need to review them with the state and University, develop test scripts for any modifications; monitor usability testing results and manage the dual processing. Programs for use in Boone County were developed in 2010 and will require only minor modification.

This project will be accomplished through establishment of inter-governmental contracts between the County of Boone (Boone County Clerk), the Office of the Secretary of State and the University of Missouri-Columbia.

Secretary of State Role:

The contracted responsibility for the Secretary of State is to coordinate services that will be provided by vendor who has the contract to maintain and develop enhancements to the state voter registration database (MCVR). These services will include the development of extracts

from and imports to MCVR to accomplish the necessary updates from web based transactions and creation of ballot data for online ballot delivery.

The goals for this part of the project are to design the imports, interfaces and exports of data to reduce redundancies in election management processing between the MCVR system, the ballot counting system and the new system for online ballot delivery two options will be studied:

Option 1

- create exports of precinct, precinct split, district, and jurisdictions files for export to a web interfaced developed by the University
- entry of candidate, proposition, races files on the web portal designed by the University by LEA's
- export of the necessary data from the University back to the MCVR and for use with the ballot counting system used by the county

Option 2

- create the all of the files on the MCVR system and export all data to the University system

Both systems will need to be reviewed to determine the best, most economical, usable and expandable process. Advantages and disadvantages have been identified for both options. The Secretary of State and the Boone County Clerk will work with LEA's in determining the preferred option based on current and future needs.

The State of Missouri contract for maintenance of the MCVR system is currently in an RFP process. At this point we cannot say who that vendor will be or what the terms of the contract will provide.

We know certain portions of these extracts will fall under the general terms of the vendor maintenance contract (creation of extracts for currently stored data) and other components will probably require additional payment to the vendor as special enhancements.

The State and the Ms. Noren have already started preliminary review of current and future fields needed to accomplish either option so they will be prepared to quickly develop criteria for the vendor to review and develop cost estimates.

University of Missouri – Columbia role

The major portion of this products, research and services arising from this grant will be provided through the inter-governmental contract with the University of Missouri-Columbia. The University of Missouri is one of 76 land grant institutions in the US and the state's only higher education research institution. By law and longstanding practice, the mission of the Missouri's flagship campus is to extend the benefits of its research capacity to all Missouri citizens and communities.

The responsibilities and designated divisions are broken down as follow:

College of Engineering Computer Science Department
Reynolds Journalism Institute (RJI)

- Design, develop and implement online application and ballot delivery systems; develop electronic communication systems for LEA's and UOCAVA voters and maintain these systems through 2018;
- Provide open source applications that could be available at no cost for migration and implementation by any state or local government who can support its functions.
- Provide a low cost perpetual solution affordable to all Missouri jurisdictions after the maintenance period is over;
- Research and develop mobile apps for extending the use of these systems to the broadest number of UOCAVA voters;
- Research modern business technologies for data mining to for identifying and serve a specific customer base and make recommendation for possible development of such technologies;
- Research, identify and develop partnerships with targeted groups to maximize usage of products developed;
- Provide cyber security research, recommendations and implementation for all products developed;
- Incorporate design elements that maximize usability and interface with assistive technology to insure a positive voting experience for persons with disabilities;
- Research and develop lowest cost and most accurate method for processing electronically delivered ballots that are returned by mail (i.e. votes embedded in barcode to scan);
- Research the potential future needs and security issues relating to electronic return of voted ballots and make recommendations for potential areas of development;
- Other research topics that arise through summits organized to maximize usage and outreach;
- Research and recommend ways the products developed under this grant can be expanded to disability groups or the general public to increase the return on investment;
- Assist in the development of return on investment criteria;
- Prepare necessary files and systems to meet the statistical reporting requirements of this grant;
- Work with designated personnel to develop and provide facilities for training programs for LEA's

These two divisions will provide a strong pool of experts to perform the above services and are committed to providing all resources necessary to meet the outlined tasks.

RJI was established in 2004 with a \$31 million grant and its mission is to use develop technology for media and advertising use in promoting democracy. It has a one-of-a-kind technology futures lab that is at the forefront in the development of new ways to keep citizens informed through media and advertising.

The College of Engineering has state of the art facilities, technology experts and cyber security personnel that can develop a safe, secure, usable solution to the problems faced by UOCAVA voters.

Truman School of Public Administration

- develop and provide training for LEA's on the systems developed
- work with College of Engineering to develop training materials and programs
- develop a lessons learned component for post 2012 election review

Boone County will contract separately under this grant for the training services provided by the Truman School. Missouri LEAs and the Secretary of State have a longstanding relationship with the Truman School personnel who have previously developed and provided both training programs and "lessons learned" sessions. They have also managed one of the most successful College Pollworker Programs in the country through a grant from the EAC.

They have previous knowledge of the kinds of training materials needed for the wide range of people who conduct elections. They will review the products during design and testing phase and work with the Boone County Clerk on the initial live processing phase to develop necessary materials and arrange the training schedules. Approximately 150 LEA personnel will need training on the new systems.

Usability testing:

The County will contract separately under this grant for use of the University's usability testing labs and personnel. The testing will be based on outside consultant recommendations for usability testing of ballots.

Strategic Goals:

- To improve the ability of UOCAVA voters to apply, vote and have their vote counted;
- To provide low cost, usable, permanent process for Missouri LEA's to provide electronic application and ballot delivery tools to UOCAVA voters;
- Develop systems that will reduce the workload for LEA's and improve the service to UOCAVA voters;
- To incorporate sound usability testing and components that enhance the experience of disabled UOCAVA voters;
- Develop tools to increase the probability the systems developed are used by UOCAVA voters;
- Develop partnerships to make the systems developed available to UOCAVA voters
- Research methods to identify and serve UOCAVA voters;
- Provide the strategies and research previously detailed in the University responsibilities

Current Analysis:

No Missouri county other than Boone County has any automated, web-based registration and application system. All other counties must enter data from forms submitted.

The only electronic delivery method available to all counties but Boone is to individually address and write an email, attach a pdf of the correct ballot and affidavits and send.

Justification for modification

These procedures are time consuming and have a higher rate of error than automated systems

These procedures discourage use of electronic ballot delivery

Process:

Each of the defined responsibilities contain the elements of processes to be used

Potential risks and mitigation factors:

Unless system is designed correctly it could cause another layer of work for LEA;
Unless designed correctly the user interface could cause a higher error rates by voters;
Collected and transmitting sensitive data across multiple platforms increase possibility of privacy breach;

Mitigation factors:

Strong design elements that identify areas to reduce LEA workload
Strong usability testing to insure user interfaces do not create ballot errors
Create strong privacy by design and security controls into the system

Performance indicators:

Evaluation of statistics on ballots applied, sent received and comparison to prior data.
Voter satisfaction surveys
LEA satisfaction surveys

Projections for effectiveness of modifications:

Boone County had 90% participation rate when voters given were the option for electronic delivery of ballots;
Boone County had reduced data entry errors when voters were allowed to enter their own data;
Boone County saw a reduction in staff time need to process applications and ballot delivery packets;
Development of ballot tabulation method for returned ballot will reduce labor cost to transfer voted paper ballot to scan ballots.

1. Current and Pending Project Proposal Submissions

Boone County Clerk currently has the following grant agreement:

Title of Proposal and Summary:

EAC Logic and Accuracy Grant – develop a toolkit for automating the pre-election logic and accuracy test process

Source and amount of funding: US EAC \$25,000 through 12/31/2012

Percentage of effort to funding: < 10%

Prime Applicant: Wendy S. Noren Boone County Clerk

Technical Contact:

Wendy S. Noren Boone County Clerk 801 E Walnut Rm. 236 Columbia Mo.

573-883-4295 573-886-4296

Period of performance June 1, 2011 through Dec 31, 2012

Award period – same as above

Labor hours devoted to project – 280

How projects are related: Data elements extractions pulled for Logic and Accuracy Grant will be same as data elements extractions pulled for this grant

Data extractions are used to create random ballot selections for logic and accuracy testing

Qualifications: Project Director

Ms. Noren has been managing elections in Boone County Missouri since 1978 and designed, developed and programmed all of the voter registration software utilized in Boone County and all programs referenced in this proposal including: programs incorporating voter web transactions for registration and absentee application to the registration database, automated email notifications of application and ballot status and secure transfer voter data for to and from the state voter database. In addition she had designed as worked with county web programmers who coded all of the front end voter entry interfaces for voter registration and absentee application.

In 2010, Ms. Noren designed the specifications for Missouri's participation in the FVAP EVSW pilot program was responsible for programming all of the data extractions and FTP secure to the FVAP vendor to use in providing the online ballot marking system. Approximately 70% of Boone County UOCAVA voters utilized the system even though the final version from the vendor was not available until a week after they received the PDF version of their ballot. Based on the comments of users and Ms. Noren's own experience with the system, she believes this is the best method for providing electronic delivery of ballots to UOCAVA voters and it is important to expand its use to all Missouri jurisdictions.

Ms. Noren has also had extensive experience on a state and national level in researching and recommending policy and procedures for elections officials. Specific to this project is work on the Board of Advisors to the US EAC and its subcommittee reviewing voting system standards and the National Academy of Science State Database Interoperability study. These projects have given her extensive contact with leaders in all fields relating to integration of new technology to the election process.

Biography attached

Also attached:

Sub-contractor CV:

Dale Musser – Project Director for University of Missouri – Columbia

PORTALS FOR UOCAVA VOTERS		NOTES
	provide general UOCAVA information to voters that can be a link from LEA sites and federal sites	
	Voter Information	
	Absentee Application Generation	
	Collect and transmit data to LEA	
	Generat application with barcode of information entered	
	Allow voter to post signed applicatin pdf and transmit to LEA	If allowed by LEA
	Develop printing and approval system of applications for LEA	
	Generate export file to be posted to MCVR	will need to do nightly and send email updates to voter and LEA for outstanding forms
BALLOT GENERATION- ONLINE BALLOT MARKING	OPTION 1	
	Import precinct, district data files from state	
	Creat portal for LEA to use to generate ballot data file	Utilizing precinct and district data files from state
		These will follow Common Data Format of IEEE if those are finalized otherwise will use same formating (with modifications to accommodate state)
		Candidate, race, district, precinct split files will be entered by LEA
		proposition and instruction text files will be uploaded or entered by LEA
		Create online marking system from these files
		export Election definition data state wants maintained to MCVR state system
		Create exports to MCVR
		Create exports to LEA ballot system
BALLOT GENERATION- ONLINE BALLOT MARKING	OPTION 2	
	Pick up ballot data files from state and LEA'S	
		These will follow Common Data Format of IEEE if those are finalized otherwise will use same formating (with modifications to accommodate state)
		FTP placement of candidate, race, district, precinct, style and split files
		FTP placement of proposition text and instruction text files

			These files will be used to generate online ballot marking data
BALLOT PDF POSTING	ALTERNATE TO ONLINE BALLOT MARKING		
		Portal for LEA to post pdf of ballot faces	
ONLINE BALLOT MARKING NOTIFICATION TO VOTER			
	Get nightly files of voter data	FTP placement of voter extract files	These will follow Common Data Format of IEEE if those are finalized otherwise will use similar formatting (with modifications to accommodate state) that was used in 2010
	Assign pin number		
	generate email to voter with link to online ballot marking		
	At voter log in ballot is generated based ballot definition file		
ONLINE BALLOT MARKING	Utilize ballot generation files and voter extract files to generate online ballot marking		
		Voter accesses through pin	
		Voter marks ballot	
		Voter prints ballot	Ballot contains barcode of votes
		Generates affidavits and envelope templates for printing required mailing materials	
		Generates instructions for those eligible to return ballot electronically	
PRINTING AND BALLOT COUNTING	RESEARCH AND POSSIBLE DEVELOPMENT OF SCANNABLE BALLOT		When the EA receives the voted ballot they can scan the barcode of votes on the ballot and produce a pdf of the ballot that will be readable by various ballot counting systems
		County will purchase 1 system under the grant (45,000 from vendor includes printer)	
		University will research and if cost effective develop low cost alternative to this system and make software available to jurisdictions at no cost	Local jurisdictions will have to purchase appropriate printers for use with this.
ALTERNATE TO PRINTING AND BALLOT COUNTING	RESEARCH ALTERNATE INCORPATION METHODS OF VOTED BALLOT DATA FROM SCANNED BAR CODE	Develop and have tested under EAC's "innovation class" of voting systems a method to incorporate scanned votes into certified ballot counting systems.	This is a cheaper method except for the cost of test labs would have to be covered under the grant. Not sure if it will be possible. Could go around the test labs and just have a state certified one. I will throw some \$\$\$ in for this

EMAIL OF BALLOT PDF TO VOTER	Alternate to online ballot marking		
	Get nightly files of voter data		
	generate email to voter pdf of blank ballot		
TRACKING AND STATISTICS	GENERATE STATISTICS OF UTILIZATION AND VOTER FEEDBACK		
		notifications sent, ballots downloaded, survey voters on usability	
COMMUNICATON			
	Develop communication tools for LEAs to connect with UOCAVA voters	using social media, email or twitter or other possible apps	
	Develop partnerships with other agencies to communicate with UOCAVA voters	examples would be alumni association, registrar for overseas students, national guard	
RESEARCH ON SECURE ELECTRONIC RETURN OF BALLOTS			
	Research possible secure ballot return options		recognize that actual online submission of ballots is outside scope of this project. These would be tests of ideas only
		Look at registration of device (i.e. phone or laptop) or other avenues that the cyber security section might come up with	
USABILITY TESTING			
	Design phase with voters	utilize small number of UOCAVA voters who will volunteer - less than 10	
	Design phase with LEA's		
	pre-install with voters and LEA's	utilize small number of LEA's - at least one from each ballot counting system (5-7 people)	
WOUNDED WARRIOR	POSSIBLE		
		Follow research from EAC wounded warrior program	
		Utilize assistive tech personnel or St Louis Paraquad (in the EAC grant) VA? and Ted Selker	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 1st day of May 20 12

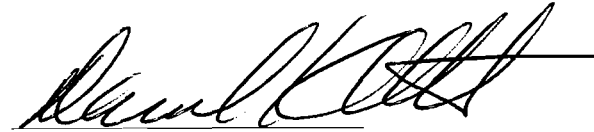
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Region F Multi-Agency Coordination Concept. It is further ordered the Presiding Commissioner is hereby authorized to sign said document.

Done this 1st day of May, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

REGION F MULTI-AGENCY COORDINATION CONCEPT (F-MACC)

Primary Group:

Region F County Emergency Management Offices
Region F City Emergency Management Offices

Support Group:

Missouri State Emergency Management Agency
Missouri Highway Patrol
Region F Mutual Aid Coordinators
Missouri Department of Natural Resources
Missouri Department of Transportation
Missouri Department of Health and Senior Services
Missouri Department of Social Services
Missouri Department of Agriculture
Missouri Department of Conservation
Missouri National Guard
American Red Cross
Hospitals
Local Law Enforcement Agencies
Local Fire Response Agencies
Emergency Medical Services

I. Introduction

Purpose

The purpose is to establish a coordinated emergency management effort throughout Region F in order to address operational response approaches and agreement framework of the F-MACC for all levels of government. This concept is designed to outline operational procedures and expectations of Region F Multi-Agency Coordination Concept. It is also designed to assist in training of appropriate personnel, elected officials, and volunteers who will operate under the activation of this plan, understanding the organizational responsibilities, and resource sharing under the parameters identified.

Scope

The scope covers all signatory agencies to the F-MACC. It addresses response activities in those events where normal emergency response processes and capabilities become overtaxed, or where

there is a need for regional coordination of response operations due to the complexity or duration of the event(s).

II. Region F Multi-Agency Coordination Concept

General

The Region F Multi-Agency Coordination Concept (F-MACC) will serve as a regional information and coordination support service. It will collect, monitor, and distribute damage information and will find and communicate the state of resources and services that have been requested and are available among the counties. The F-MACC is designed to improve the efficiency of planning and resources during wide-scale disasters.

Functions

The overall, primary function of the F-MACC is to coordinate planning, logistics, and public information, thereby assisting local jurisdictions cope with overwhelming disaster events. The F-MACC will not provide direction to the functions of local jurisdictions but may assist in coordination of the deployment of resources. Specifically, the five (5) major functions of the F-MACC are:

1. Resource Assessment: The F-MACC will serve as a central point for representatives of involved agencies to collect and analyze information from a variety of sources.
2. Resource Determination: The F-MACC will establish regional priorities among ongoing incidents within Region F. Considerations determining priorities include, but are not limited to:
 - a. Life-Threatening situations
 - b. Threat to Property/Infrastructure
 - c. High Damage potential
 - d. Incident complexity
 - e. Environmental impact
 - f. Economic impact
 - g. Political/Jurisdictional considerations

3. Critical Resource Acquisition and Allocation:

The F-MACC will coordinate resources, in line with incident priorities. Resource management includes identifying and acquiring needed resources in addition to allocating existing or known resources.

Designated critical resources will be acquired, if possible, from the involved agencies or jurisdictions. Resources available from incidents in the process of demobilization may be

shifted to higher priority incidents, etc. Resources may also be acquired from outside the affected area or outside Region F.

4. Agency Coordination:

The F-MACC will play a key role in coordinating and communicating with other Regions and Multi-Agency Coordination systems at the local, state, and federal level.

5. Coordination of Summary Information:

The F-MACC will coordinate the Region F Joint Information System, providing summary information on incidents for all Region F EOCs, media and other interested agencies.

Location

The F-MACC will be designated upon request from the affected jurisdiction(s). The most appropriate location will be selected from the list below:

High Capabilities	Medium Capabilities	Low Capabilities
Cooper County EOC	Boone County	Howard County
Camden County	Montgomery County	Audrain County
Cole County	Miller County	Morgan County
Callaway County	Gasconade County	Moniteau County
Osage County		

The F-MACC will provide the following capabilities:

1. Secure Emergency Operations Center with commercial and backup electrical, minimum of six phone lines and one dedicated fax line, and high speed (DSL or better) internet capabilities for multiple connections for F-MACC representatives and staff personnel to accommodate up to 20 people with adequate parking.
2. EOC with six laptop/desktop computers, two-way radio communications, document scanning, copying and faxing capabilities, sleep accommodations with personal hygiene facility, break room with adequate kitchen facilities/meal accommodations, the ability to monitor local media outlets (Cable Television and/or radio), and the ability to project any information screen (news media, computer database, etc.) on any monitor in any of the identified rooms utilized in F-MACC Operations.
3. Additional rooms as needed for media, briefings or rumor control.

Staff

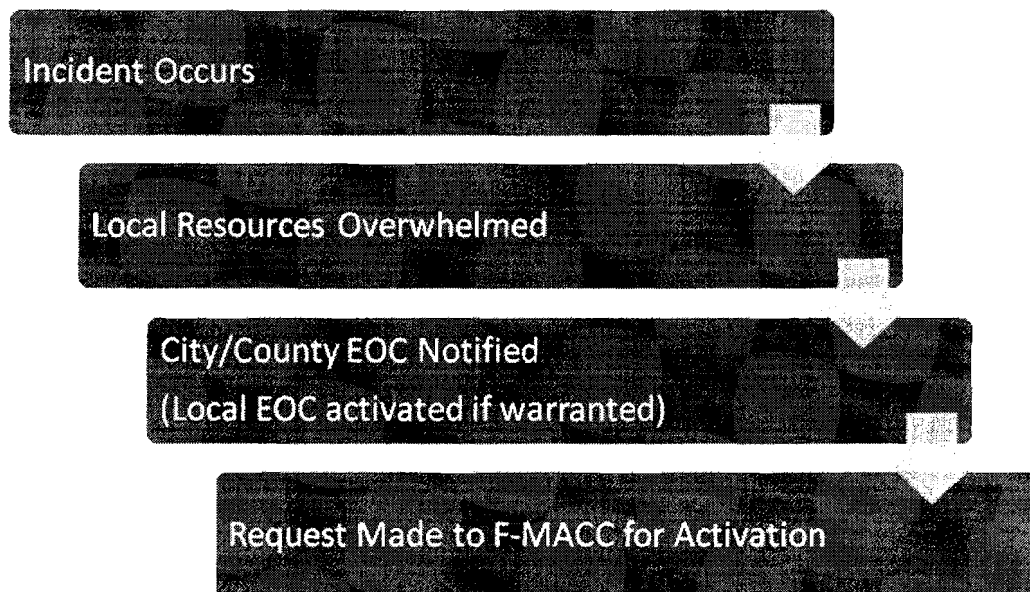
The personnel to staff the F-MACC will consist of various local, state, and federal officials to perform the roles and responsibilities outlined. Representatives must be authorized to commit

agency resources and funds. At full operation, minimum F-MACC staffing should consist of representatives from, but be not limited to:

1. Missouri State Emergency Management Agency
2. Region F local emergency response support personnel
3. Region F mutual aid coordinators
4. Region F Emergency Management Agencies
5. Missouri State Departments' regional liaisons
6. American Red Cross

Activation

It is the intent and focus of the F-MACC to support local responses through the thirteen (13) county governments located in Region F. Any signature agency affected by an incident may request F-MACC activation. See example below.



Activation Levels:

The F-MACC may be activated at three different levels, depending on the severity and scope of the event.

- Level 1: Information gathering from affected counties within the region
- Level 2: Same activities as Level 1 activation plus logistical support to affected counties, coordinated with necessary agencies
- Level 3: Full activation of F-MACC Group

Expectations of local jurisdictions and agencies:

1. Local resources and mutual aid agreements will be implemented first.
2. Incident command will be established for events affecting multiple jurisdictions within the boundaries of a county. All resource requests will be coordinated through the local EOC.

Potential reasons for F-MACC activation include:

1. When a Region F county is overwhelmed in a disaster response, requiring regional and state support
2. When the circumstances at the scene indicate that the incident could expand rapidly and involve cascading events
3. When similar past events have required F-MACC involvement
4. When the State Emergency Management Agency (SEMA), requests to activate the F-MACC

Organization

The F-MACC organizational structure will follow National Incident Management System (NIMS) guidelines, establishing a functionally defined group.

The organizational structure can be divided into two (2) groups.

1. F-MACC Group:

The F-MACC group consists of emergency management directors from Region F that have met the Emergency Management Performance Grant (EMPG) and National Incident Management System (NIMS) requirements.

The F-MACC Group will coordinate all F-MACC operations, supporting the incident. The F-MACC Group will ensure that all local needs are being met and will serve as the liaison contact with the State Emergency Operations Center.

The F-MACC Group and F-MACC Support Group will serve in a unified fashion, following the same principles and concepts of Unified Command, coordinating all F-MACC operations. The F-MACC Group will jointly share responsibilities and decision making authority related to support operations.

2. Support Group:

The second group is the support organization for the F-MACC group. This group will consist of any support agency as determined by the F-MACC Group. At a minimum, these support personnel must have completed IS100 Introduction to the Incident Management System, IS700 NIMS, an Introduction, and IS701 Multi-Agency Coordination System Courses.

Together, these two components will have the ability to work together in coordinating both local and regional assets from many disciplines for a large scale event affecting multiple jurisdictions.

III. Roles and Responsibilities

Missouri State Emergency Management Agency:

- Support the development of the F-MACC operational procedures
- Maintain lists of primary contact phone numbers for regional representatives of State Departments
- Support F-MACC coordination with other regions, State and Federal officials
- Coordinate State and Federal resources deployed within Region F

Region F Emergency Management Agencies

- Support the development of the F-MACC operational procedures
- Maintain lists of primary contact phone numbers of key personnel with F-MACC
- Provide personnel to the Support Group of the F-MACC when requested
- Provide necessary mutual aid support within the region when requested
- Document all communications, decisions, activities, and the deployment of resources
- Demobilize and provide an activity report and final documentation in a timely manner
- Ensure host county EMD and highest elected official approves the use of local resources upon the request of F-MACC activation.

IV. Training and Exercises

General

As signatories to the F-MACC it is vital that all the participating signatory agencies have an understanding of their and other's roles in the plan, and how we will coordinate together as a region. The effectiveness of the plan and its supporting documents are directly linked to the training, education, and exercises on the operational concepts of the plan. These activities validate the operational concepts and resource preparations needed to carry out emergency functions of the F-MACC. In addition, participating signatory agencies should also conduct training, education, and exercises specific to their own internal organizational plans and procedures.

Concept of Operations

A. Training

The training program is designed to enhance the proficiency of the participating signatory agencies and their personnel in general emergency management subjects, and more


importantly train their key players to the roles and concepts and operations agencies may play when an event justifies the activation of the F-MACC. Each public, private, and nonprofit organization signed to the plan is responsible for creating, training, and maintaining their local emergency operations plan.

B. Exercises

Exercises are conducted to determine if plans and procedures are operationally sound and to meet the approaches and standards set in the F-MACC. Exercises of the F-MACC may be conducted collectively as a region or individually by jurisdictions. Evaluations of exercises will identify strengths and weaknesses encountered during the exercise and may identify necessary changes to the plan and its components. In conjunction, training may also be identified to facilitate overall effectiveness of the plan and its supporting documents.

C. Education

Education is a vital component in helping future F-MACC participant organizations and current signatories understand the purpose and scope of the concept. Collaboratively, signatory agencies are responsible for educating our communities and organization to the purpose, scope, and operations of the plan.



Presiding Commissioner
Boone County

Date
5/1/2012



Emergency Management Director
Boone County

Date
05-02-12