

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 16

In the County Commission of said county, on the 5th day of July 20 16

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 the Purchasing Department to dispose of the attached list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal form.

Done this 5th day of July, 2016

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

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



**MEMORANDUM**

TO: Boone County Commission  
FROM: David Eagle  
RE: Surplus Disposal  
DATE: June 27, 2016

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	
1.	NO TAG	46" FLAT SCREEN TV	MAGNAVOX, MODEL 46ME313V/F7	SHERIFF	BROKEN – RECYCLE WITH ELECTRONICS	<b>REMOVE FROM INVENTORY</b>
3	12402	MOBILE RADIO	KENWOOD TK790H	SHERIFF	BROKEN – RECYCLE WITH ELECTRONICS	<b>REMOVE FROM INVENTORY</b>
4	NO TAG	REFRIGERATOR	FRIGADERE	CHILD SUPPORT	BROKEN – RECYCLE WITH ELECTRONICS	<b>REMOVE FROM INVENTORY</b>
5	NO TAG	PALLET OF TIGER SABRE MOWER BALDES WITH BOTLTS, NUTS, AND KEYWAYS		PUBLIC WORKS	FAIR	
6	6691	RADIO	MOTOROLA – SN: 778FQJ6597 – MODEL D43LRA77A5	PUBLIC WORKS	SCRAP	<b>REMOVE FROM INVENTORY</b>
7	13140	HANDHELD RADIO	MOTOROLA	PUBLIC WORKS	SCRAP	<b>REMOVE FROM INVENTORY</b>
8	13139	HANDHELD RADIO	MOTOROLA	PUBLIC WORKS	SCRAP	<b>REMOVE FROM INVENTORY</b>

9	12492	BLUE SIDE CHAIR		PROSECUTING ATTORNEY	BROKEN	REMOVE FROM INVENTORY
10	9387	CLOTH TASK CHAIR		SHERIFF	BROKEN	REMOVE FROM INVENTORY

cc: Heather Acton. Auditor's office  
Surplus File

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 4-27-16

FIXED ASSET TAG NUMBER: NA

DESCRIPTION: 46" flat screen TV Magnavox, model# 46ME313V/F7, serial# DS3A1401112694 (A3AQAUH)

REQUESTED MEANS OF DISPOSAL: *Electronics recycling*

**RECEIVED**

OTHER INFORMATION: TV was part of the video arraignment system at Missouri University Psychiatric Center

APR 27 2016

CONDITION OF ASSET: Non-functional, shows that power is to TV. Does not power on.

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: Not functioning.

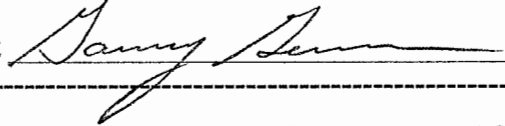
COUNTY / COURT IT DEPT. (circle one) DOES / DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

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

DEPARTMENT: Sheriff/Operations *1251*

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HO

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 316-2016

DATE APPROVED 7-5-16

SIGNATURE 

46ME313V/F7

46" LCD COLOR TV

01	MODEL NO 46ME313V/F7 A3AQAUH
1401	SERIAL NO DS3A1401112694

Magnavox

UPC

6 09585 23083 5

Replaced 17021 @ MUPC 3-18-14  
Green Sticker applied

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 04-12-2016

FIXED ASSET TAG NUMBER: 12402

DESCRIPTION: Kenwood TK790H mobile radio

REQUESTED MEANS OF DISPOSAL: Destroy. This particular unit will not power up and I've been unable to remove the codeplug (software).

OTHER INFORMATION: Serial number: 11100292

CONDITION OF ASSET: Poor, non-functional.

REASON FOR DISPOSITION: Unit replaced by new radio in 2016 budget.

**RECEIVED**

APR 27 2016

**BOONE COUNTY AUDITOR**

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 04-12-2016

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

DEPARTMENT: Sheriff / Enforcement 1251

SIGNATURE

*D. Alexander*  
D. Alexander

### AUDITOR

ORIGINAL PURCHASE DATE 5-25-00

RECEIPT INTO 1190-3836

NA

ORIGINAL COST \$2,018.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 316-2016

DATE APPROVED

7-5-16

SIGNATURE

*D. Alexander*

\\BCFS2\users\DAlexander\Technology Research Operations Analyst Position\Asset Management (blue tags)\Fixed Asset Disposal.doc

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 01/06/16

FIXED ASSET TAG NUMBER: no tag

**RECEIVED**

DESCRIPTION: Refrigerator

JAN 07 2016

REQUESTED MEANS OF DISPOSAL: Trash

BOONE COUNTY  
AUDITOR

OTHER INFORMATION: This was purchased by the county in 2008 for \$469. It was not reimbursed by the State.

CONDITION OF ASSET: poor

REASON FOR DISPOSITION: It does not work.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Whenever possible

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO

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

DEPARTMENT: 1263

SIGNATURE

*[Handwritten Signature]* A.P.A.

**AUDITOR**

NO DATA

ORIGINAL PURCHASE DATE \_\_\_\_\_

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) N

GRANT NAME \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 127-2016 / 316-2016

DATE APPROVED 3-17-16 7-5-16

SIGNATURE *[Handwritten Signature]*

COLUMBIA APPLIANCE  
1805 WESTFALL DR  
COLUMBIA, MISSOURI 65202  
573)814-2244 OR (573)449-2653

*Died  
May  
2015*

I N V O I C E

=====

OFFICE	68309	ACCT# 8864112	SL# RF	DEPT# S	LOC# W
BOONE COUNTY PROSECUTOR				S	ATTN BARBARA MORRIS
BOONE COUNTY COURT HOUSE				H	
				I	
COLUMBIA		MO 65201		P	
(573)-886-4112					

=====

=====

DATE 12/24/2008 PO/NARDA RICKY TERMS DUE ON RECEIPT PAY METHOD ON ACCOUNT

=====

QTY	MAKE	PRODUCT	DESCRIPTION	PRICE	EXTENSION
1	FRG	FRT8G7HQ0	REFRIGERATOR 18.2 TOP	469.00	469.00
		SERIAL# BA74127148			
1	LAB	LAB:DELIVERY.19	DELIVERY CHARGE		

WILL CALL WITH DELIVERY DAY AND ADDRESS  
PURCHASE ORDER 2008000233

CROSS STREETS: \_\_\_\_\_

=====

SUB TOTAL	469.00	TAX	DEL	DISC	TOTAL	469.00
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=====

TELL YOUR FRIENDS TO BUY FROM OUR LOCALLY OWNED  
COMPANY THAT APPRECIATES YOUR BUSINESS SINCE 1957!

T H A N K Y O U



PO No. 2008000233

ENCUMBRANCE - PURCHASE ORDER  
BOONE COUNTY, MISSOURI  
GOVERNMENT CENTER  
801 E WALNUT  
COLUMBIA MO 65201

DATE: 12/22/2008

VENDOR NUMBER: COLUMBIA APPLIANCE COMPANY  
219 1805 WESTFALL DR  
COLUMBIA, MO 65202-3921

*Not Reimbursable*

SHIP TO: IV-D  
1263 BARBARA MORRIS  
22 N 8TH ST  
COLUMBIA, MO 65201-0000  
(573)886-4126

SPECIAL INSTRUCTIONS:  
12/18/08 WRITTEN QUOTE  
RICKY FONTENOT

BILL TO: IV-D  
1263 BARBARA MORRIS  
22 N 8TH ST  
COLUMBIA, MO 65201-0000  
(573)886-4126

<u>QTY</u>	<u>DESCRIPTION</u>	<u>LOT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	REFRIGERATOR		469.0000	469.00
	1263 IV-D 91300 MACHINERY & EQUIPMENT			
<u>TOTAL AMOUNT:</u>				469.00

✓

*2/2/09*

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DEPARTMENT COPY

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AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY INSTITUTION

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 22, 2016

FIXED ASSET TAG NUMBER: None

DESCRIPTION: Pallet of Tiger Sabre mower blades with bolts, nuts, and keyways

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: There are approximately 80 units of each. The blades fit a 60" deck with a Disc Mount.

CONDITION OF ASSET: Good but some oxidation

REASON FOR DISPOSITION: The County no longer has the mower that utilizes the blades.

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

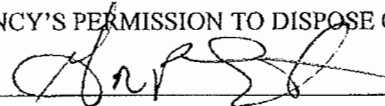
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE

NO DATA

RECEIPT INTO

2040-3836

HR

ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

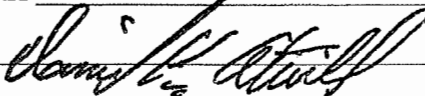
COMMISSION ORDER NUMBER

316-2016

DATE APPROVED

7-5-16

SIGNATURE



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : April 21, 2016

FIXED ASSET TAG NUMBER: 6691

DESCRIPTION: Motorola radio

REQUESTED MEANS OF DISPOSAL: Scrap

OTHER INFORMATION: Serial Number: 778FQJ6597; Model: D43LRA77A5

CONDITION OF ASSET: Non-functioning – parts are missing

REASON FOR DISPOSITION: Equipment is no longer functional.

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

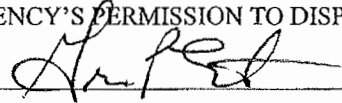
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE



### AUDITOR

ORIGINAL PURCHASE DATE 9-6-90

RECEIPT INTO 2040-3836 HA

ORIGINAL COST 933.66

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 316-2016

DATE APPROVED 7-5-16

SIGNATURE 

RECEIVED

APR 22 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : April 21, 2016

FIXED ASSET TAG NUMBER: 13140

DESCRIPTION: Handheld Motorola radio

REQUESTED MEANS OF DISPOSAL: Scrap

OTHER INFORMATION: Serial Number: 186FBA2153; Model: SP21-UHF

CONDITION OF ASSET: Non-functioning – parts are missing

REASON FOR DISPOSITION: Equipment is no longer functional.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE



RECEIVED

APR 22 2016

BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL PURCHASE DATE 3-23-01

RECEIPT INTO 2040-3836

NA

ORIGINAL COST 294.26

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP

1604

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER

DEPARTMENT NAME \_\_\_\_\_

NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE

\_\_\_\_ AUCTION

\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER

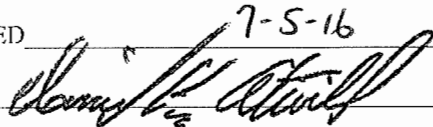
EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 316-2016

DATE APPROVED

7-5-16

SIGNATURE



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : April 21, 2016

FIXED ASSET TAG NUMBER: 13139

DESCRIPTION: Handheld Motorola radio

REQUESTED MEANS OF DISPOSAL: Scrap

OTHER INFORMATION: Serial Number: 186FBA1984; Model: SP21-UHF

CONDITION OF ASSET: Non-functioning – parts are missing

REASON FOR DISPOSITION: Equipment is no longer functional.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 3-23-01

RECEIPT INTO 2040-3836 HA

ORIGINAL COST \$294.26

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP 1604

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

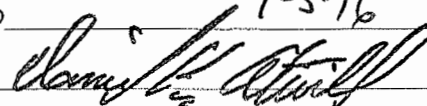
INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 316-2016

DATE APPROVED 7-5-16

SIGNATURE 

**RECEIVED**

APR 22 2016

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: April 26, 2016

FIXED ASSET TAG NUMBER: 12492

DESCRIPTION: Blue Side Chair

REQUESTED MEANS OF DISPOSAL: Remove from PA Office

OTHER INFORMATION:

CONDITION OF ASSET: Broken

REASON FOR DISPOSITION: Broken

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

LOCATION OF ASSET AND DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: Prosecuting Attorney 1261

SIGNATURE

*Bonnie Atkins*

### AUDITOR

ORIGINAL PURCHASE DATE 5-22-00

RECEIPT INTO 1190-3836 *HR*

ORIGINAL COST 194.04

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP 1602

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 316-2016

DATE APPROVED 7-5-16

SIGNATURE *Dennis L. Atwell*

RECEIVED

APR 26 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 04/01/16

FIXED ASSET TAG NUMBER: 09387

DESCRIPTION: Cloth Task Chair

REQUESTED MEANS OF DISPOSAL: Trash

OTHER INFORMATION: Broken

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Broken and in poor condition

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 04/01/16

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

DEPARTMENT: Sheriff's

1255

SIGNATURE



### AUDITOR

ORIGINAL PURCHASE DATE 5-11-95

RECEIPT INTO 2010-3836

NA

ORIGINAL COST \$301.76

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2743

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1602

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER

DEPARTMENT NAME \_\_\_\_\_

NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE

\_\_\_\_ AUCTION

\_\_\_\_ SEALED BIDS

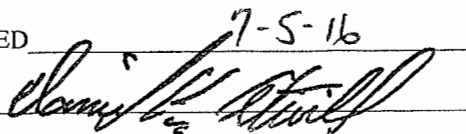
\_\_\_\_ OTHER

EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 316-2016

DATE APPROVED 7-5-16

SIGNATURE



RECEIVED  
APR 01 2016  
BOONE COUNTY AUDITOR

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 16

In the County Commission of said county, on the 5th day of July 20 16

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 the Purchasing Department to dispose of the attached list of surplus PC & Peripheral equipment through MRC Recycling Center.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

Done this 5th day of July, 2016

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

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



**Boone County Purchasing**  
**David Eagle**  
Purchasing Assistant



613 E. Ash St.  
Columbia, MO 65201  
Phone: (573) 886-4394

**MEMORANDUM**

**TO:** Boone County Commission  
**FROM:** David Eagle  
**RE:** Computer and Peripheral Surplus Disposal  
**DATE:** June 27, 2016

The Purchasing Departments requests permission to dispose of the following list of surplus PC & Peripheral equipment through MRC Recycling Center. MRC Recycling will pick up our surplus at no charge. They are a State of Missouri, DNR Level Four recycling center. No computer items are land-filled. Purchasing will obtain a Certificate of Destruction, and we will let them know that we want everything recycled, not reused so nothing ends up in the landfill.

Prior to Computer surplus coming to Purchasing for disposal, Information Technology has removed the hard-drives for destruction by their department. Their procedure for PC disposal is:

Once all the data is copied or recovered for the user, IT removes the hard drive and memory from the PC. The memory is held to be used for upgrading other PCs at the county that can benefit. IT sometimes removes parts that can be used as spare if the model is current enough. (ie Power Supplies, Video Cards, etc.) The hard drive is held for a minimum of 30 days in case a user identifies something is missing. After 30 days IT may reuse the hard drive in other county PCs if there are failures. If a hard drive goes unused or fails and IT needs to physically dispose of it, they drill a 5/8" hole through the drive and the data platters. Once IT has collection of "drilled" drives, they deliver them to PC recycling vendor, MRC Recycling Center.

MRC Recycling Center certifies that they have picked up the following items and that all items will be recycled, not reused, so nothing ends up in the landfill.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	18009	PC WORKSTATION	HP ELITE 8200	I.T.	UNKNOWN	
2.	18004	PC WORKSTATION	HP COMPAQ 6200 PRO	AUDITOR	UNKNOWN	
3.	18006	PC WORKSTATION	HP COMPAQ 6200 PRO	AUDITOR	UNKNOWN	

4.	17083	PC WORKSTATION	HP ELITE 7000	I.T.	UNKNOWN	
5.	14995	17 " LCD MONITOR	HP L1740	RECORDER	UNKNOWN	
6.	15476	17 " LCD MONITOR	HP L1740	SHERIFF	UNKNOWN	
7.	13626	LASER MONOCHROME PRINTER	LEXMARK T520N	SHERIFF	UNKNOWN	
8.	17090	PC WORKSTATION	HP ELITE 7000	I.T.	UNKNOWN	
9.	17680	PC WORKSTATION	HP COMPAQ 6000	RECORDER	UNKNOWN	
10.	11251	MONITOR		CIRCUIT COURT	UNKNOWN	
11.	NO TAG	COMPUTER MONITOR STANDS		CIRCUIT COURT	UNKNOWN	
12.	14624	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
13.	16590	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
14.	14615	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
15.	14601	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
16.	16595	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
17.	14651	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
18.	16598	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
19.	16597	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
20.	14637	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	

21.	14602	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
22.	14655	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
23.	14619	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
24.	16596	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
25.	16611	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
26.	14620	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
27.	16618	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
28.	16607	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
29.	16592	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
30.	14609	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
31.	14652	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
32.	14636	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
33.	14613	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
34.	16591	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
35.	14639	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
36.	16620	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
37.	14659	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	

38.	14612	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
39.	16615	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
40.	16621	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
41.	14640	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
42.	14658	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
43.	14635	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
44.	16619	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
45.	16600	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
46.	16634	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
47.	14644	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
48.	16635	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
49.	16606	LAPTOP NOTEBOOK	IBM THINKPAD T21	SHERIFF	UNKNOWN	
50.	14610	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
51.	14623	LAPTOP NOTEBOOK	IBM THINKPAD I1300	SHERIFF	UNKNOWN	
52.	17666	PC WORKSTATION	HP COMPAQ 6000	PROSECUTING ATTORNEY	UNKNOWN	
53.	17999	PC WORKSTATION	HP COMPAQ 6200	HUMAN RESOURCES	UNKNOWN	
54.	18003	PC WORKSTATION	HP COMPAQ 6200 PRO	HUMAN RESOURCES	UNKNOWN	

55.	18008	PC WORKSTATION	HP ELITE 8200	I.T.	UNKNOWN	
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cc: Heather Acton, Auditor  
Surplus File

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 05/05/2016

FIXED ASSET TAG NUMBER: 00018009

DESCRIPTION: HP ELITE 8200  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE & MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**

MAY 05 2016

**BOONE COUNTY AUDITOR**

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: 1170 INFORMATION TECHNOLOGY SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 5-24-12  
ORIGINAL COST 691.46  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Daniel P. Atwell

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 04/28/2016

FIXED ASSET TAG NUMBER: 00018004

DESCRIPTION: HP COMPAQ 6200 PRO  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: FAIR

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**

APR 29 2016

**BOONE COUNTY AUDITOR**

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: AUDITOR 1110 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 5-24-12  
ORIGINAL COST 576.02  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 04/28/2016

FIXED ASSET TAG NUMBER: 00018006

DESCRIPTION: HP COMPAQ 6200 PRO  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: FAIR

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**

APR 29 2016

**BOONE COUNTY AUDITOR**

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: AUDITOR 1110 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 5-24-12  
ORIGINAL COST 576.02  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_\_TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_\_TRADE \_\_\_\_\_AUCTION \_\_\_\_\_SEALED BIDS

\_\_\_\_\_OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 05/25/2016

FIXED ASSET TAG NUMBER: 00017083

DESCRIPTION: HP ELITE 7000  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In Room 123.

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

DEPARTMENT: 1170 INFORMATION TECHNOLOGY SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 2-24-2010  
ORIGINAL COST \$846.25  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Donna L. Atwell

**RECEIVED**  
MAY 26 2016  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 05/25/2016

FIXED ASSET TAG NUMBER: 00014995

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: RECORDER 1160 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 5-27-05  
ORIGINAL COST 319.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HQ  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

**RECEIVED**

MAY 26 2016

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 05/19/2016

FIXED ASSET TAG NUMBER: 00015476

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

MAY 20 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: PURCHASED 2006 - VERY POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IF DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) NO

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Trudy*

### AUDITOR

ORIGINAL PURCHASE DATE 5-22-2006  
ORIGINAL COST \$290.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Clayton K. Atwell*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 05/19/2016

FIXED ASSET TAG NUMBER: 00013626

DESCRIPTION: LEXMARK T520N  
PRINTER LASER MONOCHROME

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

MAY 20 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: PURCHASED 2002 - VERY POOR

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 11-20-02  
ORIGINAL COST 1214.18  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Dennis P. Atwell*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 05/19/2016

FIXED ASSET TAG NUMBER: 00017090

DESCRIPTION: HP ELITE 7000  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: INFORMATION TECHNOLOGY SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 2-24-10  
ORIGINAL COST 846.25  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

**RECEIVED**

MAY 20 2016

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 04/26/2016

FIXED ASSET TAG NUMBER: 00017680

DESCRIPTION: HP COMPAQ 6000  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

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

DEPARTMENT: RECORDER 1160 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 6-10-11  
ORIGINAL COST 580.36  
ORIGINAL FUNDING SOURCE 2780  
ASSET GROUP 1603

RECEIPT INTO 2800-3836 NO  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *[Signature]*

**RECEIVED**

APR 26 2016

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 5/24/2016

FIXED ASSET TAG NUMBER: 11251

DESCRIPTION: 13" Monitor

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Working

REASON FOR DISPOSITION: Replacement

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 1215 1210

SIGNATURE

*Mary Epping*

AUDITOR

*\*Already Retired in System*

ORIGINAL PURCHASE DATE 7-17-97

RECEIPT INTO 1190-3836

*HA*

ORIGINAL COST 380

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME

% FUNDING

AGENCY

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

ASSET GROUP 1603

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Clayton E. Atwell*

RECEIVED

JUN 01 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 4/28/16

FIXED ASSET TAG NUMBER:

DESCRIPTION: **Computer Monitor Stands (1 large box full of them, plus 3 single ones)**

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION: **Items are located in the attic of courthouse, along east walkway**

CONDITION OF ASSET: **Excellent**

REASON FOR DISPOSITION: **No longer needed**

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Whenever convenient**

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

DEPARTMENT: <sup>1210</sup> **Court Administration** SIGNATURE Cindy Janet

**AUDITOR** NO DATA  
ORIGINAL PURCHASE DATE \_\_\_\_\_ RECEIPT INTO 1190-3836 HR  
ORIGINAL COST \_\_\_\_\_ GRANT FUNDED (Y/N) \_\_\_\_\_  
ORIGINAL FUNDING SOURCE \_\_\_\_\_ GRANT NAME \_\_\_\_\_  
AGENCY \_\_\_\_\_  
DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_  
ASSET GROUP \_\_\_\_\_ TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

**RECEIVED**  
APR 29 2016  
BOONE COUNTY AUDITOR



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014624

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**

JUN 09 2016

**BOONE COUNTY AUDITOR**

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 9-9-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Dennis L. Atwell*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016590

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) NO

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Samuel L. Atwell

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014615

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 9-9-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP ~~1603~~ 1603

RECEIPT INTO 2300-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Dennis L. Atwell*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014601

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 9-9-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Dennis L. Atwell*

**RECEIVED**

JUN 09 2016

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016595

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014651

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251

SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016598

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Dennis L. Atwell*

**RECEIVED**

JUN 09 2016

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016597

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *[Signature]*

**RECEIVED**

JUN 09 2016

**BOONE COUNTY AUDITOR**



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014637

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Dennis L. Atwell*

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014602

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-9-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Samy K. Atwill

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014655

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1803

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014619

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-9-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

**RECEIVED**

JUN 09 2016

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016596

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NO  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016611

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**RECEIVED**

OTHER INFORMATION: \_\_\_\_\_

JUN 09 2016

CONDITION OF ASSET: HARD DRIVE REMOVED

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1261 SIGNATURE: 

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-2008  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

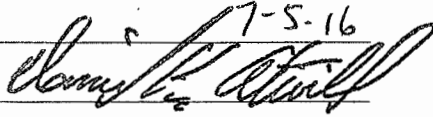
INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-7016

DATE APPROVED 7-5-16

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014620

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-9-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_ TRADE \_\_\_ AUCTION \_\_\_ SEALED BIDS

\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016618

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**RECEIVED**

OTHER INFORMATION: \_\_\_\_\_

JUN 09 2016

CONDITION OF ASSET: HARD DRIVE REMOVED

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 HQ  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Samuel L. Atwell*



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016607

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) NO

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016592

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**RECEIVED**

OTHER INFORMATION: \_\_\_\_\_

JUN 09 2016

CONDITION OF ASSET: HARD DRIVE REMOVED

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Samy*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014609

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-9-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1803

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014652

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: COUNTY CLERK Sheriff SIGNATURE: Judy  
1251

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 HQ  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE David H. Atwell

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014636

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: COUNTY CLERK Sheriff SIGNATURE: Judy  
1251

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16  
SIGNATURE Dorothy H. Stovall

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014613

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

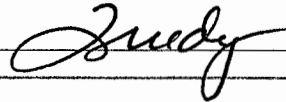
COUNTY/COURT/DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) \_\_\_\_\_

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251

SIGNATURE: \_\_\_\_\_



### AUDITOR

ORIGINAL PURCHASE DATE 9-9-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE 

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016591

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**RECEIVED**

OTHER INFORMATION: \_\_\_\_\_

JUN 09 2016

CONDITION OF ASSET: HARD DRIVE REMOVED

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) NO

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 256.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Dan H. Atwill

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014639

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Dan...*



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016620

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

RECEIVED

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-2008  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014659

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

**RECEIVED**

JUN 09 2016

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014612

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-9-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NO  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016615

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Daniel L. Atwell

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016621

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1003

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Dominic L. Atwood

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014640

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

     TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

     TRADE           AUCTION           SEALED BIDS

     OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014658

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 Na  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Clayton L. Atwell

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014635

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

RECEIVED

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

BOONE COUNTY AUDITOR

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Dan L. Atwell



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016619

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016600

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

RECEIVED

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016634

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 12-03-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NO  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014644

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-13-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 Ha  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Samuel A. Atwell

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016635

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: 

### AUDITOR

ORIGINAL PURCHASE DATE 12-3-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00016606

DESCRIPTION: IBM THINKPAD T21  
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-29-08  
ORIGINAL COST 250.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/03/2016

FIXED ASSET TAG NUMBER: 00014610

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251

SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 9-9-04  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Samuel L. Atwell*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/06/2016

FIXED ASSET TAG NUMBER: 00014623

DESCRIPTION: IBM THINKPAD I1300  
LAPTOP NOTEBOOK

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JUN 09 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: HARD DRIVE REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-9-09  
ORIGINAL COST 440.00  
ORIGINAL FUNDING SOURCE 2786  
ASSET GROUP 1603

RECEIPT INTO 2300-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE Danny L. Atwell



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/06/2016

FIXED ASSET TAG NUMBER: 00017666

DESCRIPTION: HP COMPAQ 6000  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**

JUN 09 2016

**BOONE COUNTY AUDITOR**

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: PROSECUTING ATTORNI SIGNATURE: Judy  
1261

### AUDITOR

ORIGINAL PURCHASE DATE 6-14-11  
ORIGINAL COST 780.12  
ORIGINAL FUNDING SOURCE 2750  
ASSET GROUP 1603

RECEIPT INTO 2640-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/06/2016

FIXED ASSET TAG NUMBER: 00017999

DESCRIPTION: HP COMPAQ 6200 PRO  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: HUMAN RESOURCES <sup>1115</sup> SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 5-24-12  
ORIGINAL COST 576.02  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE *Samuel A. Smith*

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/09/2016

FIXED ASSET TAG NUMBER: 00018003

DESCRIPTION: HP COMPAQ 6200 PRO  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: 1115 HUMAN RESOURCES SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 5-24-12  
ORIGINAL COST 576.02  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

RECEIVED

JUN 09 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/09/2016

FIXED ASSET TAG NUMBER: 00018008

DESCRIPTION: HP ELITE 8200  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**

JUN 09 2016

**BOONE COUNTY AUDITOR**

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: 1170 INFORMATION TECHNOLOGY SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 5-24-12  
ORIGINAL COST 691.46  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 317-2016

DATE APPROVED 7-5-16

SIGNATURE [Signature]

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

5th

day of

July

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the WSCA-NASPO Term & Supply Cooperative Contract MNNVP 133 for Computer Equipment: Desktops, Laptops, Tablets, including related peripherals & services.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 5th day of July, 2016.

ATTEST:

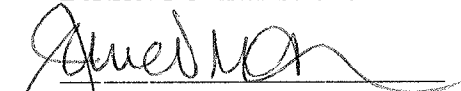
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Phil Fichter  
**DATE:** June 28, 2016  
**RE:** Cooperative Contract: MNNVP-133 – Computer Equipment: (Desktops, Laptops, Tablets, including related peripherals & services)

Attached is Term and Supply Cooperative Contract MNNVP-133 for Computer Equipment: (Desktops, Laptops, Tablets, including related peripherals & services).

Contract is a WSCA-NASPO Master Agreement (Minnesota was the lead agency) with HP Inc. Contract term is through March 31, 2017.

Information Technology is initially going to use this contract to purchase two (2) new HP Z640 Workstations. The initial order is \$6,730.50 and will be paid from department 1170 – IT, account 92310 – Machinery & Equipment. \$7,200 is budgeted for both workstations.

**cc:** Jason Warzinik, Aron Gish, IT  
Contract File

**PURCHASE AGREEMENT FOR  
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets,  
including Related Peripherals & Services)  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 5<sup>TH</sup> day of July 2016, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County," and **HP Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Computer Equipment: (Desktops, Laptops, Tablets, including Related Peripherals & Services) in compliance with the HP Inc. and State of Missouri Participating Addenda #MNNVP-133-MO and the (National Association of State Procurement Officials) NASPO ValuePoint Master Agreement **MNNVP-133** and Boone County Missouri Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of any conflict between any of the foregoing documents, this Purchase Agreement and Boone County, Missouri Standard Terms and Conditions shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Computer Equipment at the discounts detailed in the contract for computer Equipment: desktops, laptops, tablets in conformity with contract MNNVP-133 documents as needed and ordered by the County.
3. **Contract Duration** - This agreement shall commence on **April 1, 2015 and extend through March 31, 2017 and automatically renewed when the State of Missouri Participating Addendum is renewed** subject to the provisions for termination specified below.
4. **Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department as referenced on the valid Purchase Order and billings may only include the prices listed within. No fees or charges other than what was included in the quote may be charged. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the either party 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, delivery of products are delayed or products delivered are not in conformity with contract specifications 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.

HP INC.

by Nancy Lenkowski  
title CONTRACT ADMINISTRATOR

BOONE COUNTY, MISSOURI

by: Boone County Commission  
Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

By: [Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Jane E. Pitchford  
Signature by ag

6/22/16  
Date

Term & Supply  
No Encumbrance Required  
Appropriation Account



## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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.
13. 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. Contractor agrees to provide equipment serial and model numbers on shipment confirmations for orders placed via email or via the contract website at [www.hp.com/buy/mo](http://www.hp.com/buy/mo).

## ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among the State of Minnesota, acting through its commissioner of Administration (State), Hewlett Packard Company, ("Original Contract Vendor") 3000 Hanover Street, Palo Alto, CA 94304, HP Inc., ("Assigned Contract Vendor") 1501 Page Mill Road, Palo Alto, CA 94304 and Hewlett Packard Enterprise, ("Assigned Contract Vendor") 3000 Hanover Street, Palo Alto, CA 94304.

**WHEREAS**, the State has an agreement with the Original Contract Vendor, Master Agreement No. MNWNC-115, ("Master Agreement") effective April 1, 2015 through March 31, 2017 to provide Computer Equipment (Desktops, Laptops, Tablets, Servers and Storage including related peripherals & services); and

**WHEREAS**, the Original Contract Vendor wishes to separate Hewlett Packard Company into two independent companies and assign all its interests and obligations in the Master Agreement to the Assigned Contract Vendors;

**WHEREAS**, the assignment provision of the Master Agreement provides assignment of the agreement only upon written consent of the State.

**NOW THEREFORE**, the parties agree to the following:

1. Effective November 1, Master Agreement No. MNWNC-115 is assigned to two independent companies, the Assigned Contract Vendors. The products have been divided as noted below:

Master Agreement No. MNNVP-133

HP Inc.

Master Agreement Administrator: Debra Lee; [debra.lee@hp.com](mailto:debra.lee@hp.com), 847-537-0344 or 847-922-2977

HP Inc. will provide Desktops, Laptops and Tablets including related peripherals and services (Bands 1, 2, & 3).

Master Agreement No. MNNVP-134

Hewlett Packard Enterprise

Master Agreement Administrator: Stacy Kearns; [Stacey.lyn.kearns@hp.com](mailto:Stacey.lyn.kearns@hp.com), 512-319-3018

Hewlett Packard Enterprise will provide Servers and Storage including related peripherals and services. (Bands 4 & 5).

This Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. §16C.05, subd. 2.

2. The State hereby approves the request of the Original Contract Vendor to assign to the Assigned Contract Vendors all its interests, rights, responsibilities, duties, and other provisions set forth in the Master Agreement, which is attached and incorporated as Exhibit C, provided the Original Contract Vendor and the Assigned Contract Vendors agree to all provisions set forth in this Assignment Agreement. Furthermore the Assigned Contract Vendors agree to the Pricing Schedules attached and incorporated as Exhibit A and B. These Pricing Schedules provide clarity to the established products and discounts assigned to each vendor and fully replace the Original Contract Vendor Master Agreement Pricing Schedule.
3. The Original Contract Vendor and the Assigned Contract Vendors jointly and severally represent and warrant to the State that:
  - a. the Original Contract Vendor is not in default of any of its obligations under the Contract; and
  - b. the Original Contract Vendor has assigned to the Assigned Contract Vendors, under separate agreement, sufficient information, rights to technology, and key personnel sufficient to enable the Assigned Contract Vendors to properly perform the duties, responsibilities, obligations, and all other provisions assigned to the Assigned Contract Vendors; in addition, Original Contract Vendor assigns all prepaid funds paid by the Participating Entity under the Master Agreement for services, storage or subscriptions to the applicable Assigned Contract Vendor who has received transfer of such services, storage and subscriptions and
  - c. the Assigned Contract Vendors are ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Master Agreement.
4. The Assigned Contract Vendors accept assignment of all the provisions of the Master Agreement.
5. Ordering and invoicing for Hewlett Packard Company acting through Hewlett Packard Enterprise may begin on or after 8/1/2015.

Ordering and invoicing for HP Inc. may begin on or after 11/1/2015.

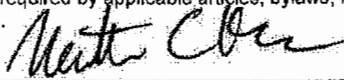
Any and all amounts due to Hewlett Packard Company by the Participating Entity for goods and/or services provided by the Hewlett Packard Company Vendor prior to November 1, 2015, under the Master Agreement will be paid to Hewlett Packard Company by the Participating Entity. Any and all amounts due under the Master Agreement on or after November 1, 2015, will be paid to the Assigned Contract Vendors by the Participating Entity.

- 6. When applicable, payment for remaining work and travel expenses from the Master Agreement will be paid at the rates set in the Master Agreement. The amount to be paid to the Assigned Contract Vendors will not exceed the Contract's total costs, minus the total payments made to the Original Contract Vendor.
- 7. The Assigned Contract Vendors will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein. It is understood currently Hewlett Packard Enterprise is a subsidiary of Hewlett Packard Company and therefore insured as required. Once the separation occurs November 1, 2015, insurance certificates will be provided for each new company.
- 8. The Assigned Contract Vendors will supply Affirmative Action Certification if so required by MN.Stat § 36A.36, or if applicable certify Assigned Vendor is in federal affirmative action compliance pursuant to MN.Stat. § 363A.36.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

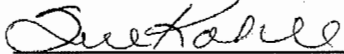
**1. ORIGINAL CONTRACT VENDOR  
HEWLETT PACKARD COMPANY**

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

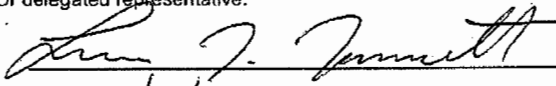
By:   
 Title: Senior Counsel  
 Date: June 30, 2015

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**2. MATERIALS MANAGEMENT DIVISION and  
NASPO ValuePoint (formerly WSCA-NASPO)  
Master Agreement Administrator]**  
 In accordance with Minn. Stat §16C.03, Subd. 3.

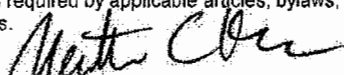
By:   
 Title: Acquisition Management Specialist  
 Date: 7/7/15

**3. COMMISSIONER OF ADMINISTRATION**  
 Or delegated representative.

By:   
 Date: 7/7/2015

**4. ASSIGNED CONTRACT VENDOR  
HP Inc.**

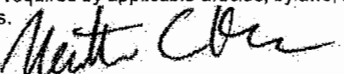
The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By:   
 Title: Senior Counsel  
 Date: June 30, 2015

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**5. ASSIGNED CONTRACT VENDOR  
HEWLETT PACKARD ENTERPRISE**

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By:   
 Title: Senior Counsel  
 Date: June 30, 2015

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT A**

The Assigned Contract Vendors accept assignment of all the provisions of the Master Agreement MNWNC-115. The following pricing schedule reflects the products (Desktops-Band 1, Laptops Band 2, & Laptops Band 3) assigned to Hewlett Packard Inc. and replaces Exhibit B of Master Agreement MNWNC-115 held by Hewlett Packard Company.

**HP INC.**

**MNNVP-133**

**EXHIBIT B - PRICING SCHEDULE**

**COMPUTER EQUIPMENT: DESKTOPS, LAPTOPS, TABLETS**

<b>1. BASELINE PRICING HP INC. LIST PRICE</b>		
<b>2. BAND DISCOUNTS</b>	<b>CATEGORY CODE</b>	<b>MINIMUM DISCOUNT</b>
BAND 1 DESKTOP	1M	16%
BAND 2 LAPTOP	2M	12%
BAND 3 TABLET	3M	20%
Category Exception: Promotions/Smart Buys	PROMO	1%
<p><b>IMPORTANT:</b> The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.</p>		
<b>3. THIRD PARTY PRODUCTS</b>	TPH	10%
Category Exception: Third Party Software	TPS	5%
<p><b>See HP NASPOValuePoint Website for Approved Third Party Software &amp; Hardware Manufacturers.</b></p>		
<b>4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services</b>		
<p>Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications &amp; standard warranty included with system see: <a href="http://h71069.www7.hp.com/quickspecs/overview.html#intro">http://h71069.www7.hp.com/quickspecs/overview.html#intro</a></p>		
<b>5. LEASING</b>		
<p>Participating Addendum may identify if and how leasing agreement terms will be conducted.</p>		
<b>6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.</b>		
<p>a. <b>Big Deal Pricing:</b> Contact HP sales for additional savings provided through “special fixed pricing” (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.</p>		
<p>b. <b>Cumulative and Special Discounts:</b> Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.</p>		
<p>c. <b>Additional Bulk/Volume Discount Options:</b> HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.</p>		
<p>d. <b>Contact HP for detailed list of additional discounts provided.</b></p>		

**EXHIBIT B**

The Assigned Contract Vendors accept assignment of all the provisions of Master Agreement MNWNC-115. The following pricing schedule reflects the products (Servers Band 4, Storage Band 5) assigned to Hewlett Packard Enterprise and replaces Exhibit B of Master Agreement MNWNC-115 held by Hewlett Packard Company.

**MNNVP-134**

**HEWLETT PACKARD ENTERPRISE**

**EXHIBIT B - PRICING SCHEDULE**

**COMPUTER EQUIPMENT: SERVERS & STORAGE**

<b>1. BASELINE PRICING HP ENTERPRISE LIST PRICE</b>		
<b>2. BAND DISCOUNTS</b>		
	<b>CATEGORY CODE</b>	<b>MINIMUM DISCOUNT</b>
BAND 4 SERVER	4M	14%
BAND 5 STORAGE	5M	20%
<p><b>IMPORTANT:</b> The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.</p>		
<b>3. THIRD PARTY PRODUCTS</b>		
	TPH	10%
Category Exception: Third Party Software	TPS	5%
Category Exception: Microsoft O/S when purchased with Band 4 items	4M16	0%
See HP WSCA-NASPO Website for Approved Third Party Software & Hardware Manufacturers.		
<b>4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services</b>		
<p>Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications &amp; standard warranty included with system see: <a href="http://h71069.www7.hp.com/quickspecs/overview.html#intro">http://h71069.www7.hp.com/quickspecs/overview.html#intro</a></p>		
<b>5. LEASING</b>		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
<b>6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.</b>		
<p>a. <b>Big Deal Pricing:</b> Contact HP sales for additional savings provided through "special fixed pricing" (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.</p>		
<p>b. <b>Cumulative and Special Discounts:</b> Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.</p>		
<p>c. <b>Additional Bulk/Volume Discount Options:</b> HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.</p>		
<p>d. <b>Contact HP for detailed list of additional discounts provided.</b></p>		

**EXHIBIT C**

**MASTER AGREEMENT MNWNC-115**



STATE OF MINNESOTA  
 Materials Management Division  
 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Voice: 651.296.2600  
 Fax: 651.297.3996



## MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

WITH

### Hewlett Packard Company

FOR

### COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, and Storage including Related Peripherals & Services)

To: Hewlett-Packard Company  
 3000 Hanover Street  
 Palo Alto, CA 94304

CONTRACT NO:

MNWNC-115

Contract Vendor Administrator:  
 Debra Lee  
 Email: [debra.lee@hp.com](mailto:debra.lee@hp.com)  
 Phone: 847.537.0344

CONTRACT PERIOD:

April 1, 2015, or upon final executed signatures, whichever is later

Through

March 31, 2017

EXTENSION OPTION:

UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WCSA-NASPO Master Agreement; 2. Minnesota WCSA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

#### 1. HEWLETT-PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Matthew C. Keck

Signature: Matthew C. Keck

Title: Senior Counsel

Date: 2/12/15

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### 2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 18C03, subd. 3.

By: Jane Kahle

Title: Master Agreement Administrator

Date: 2/17/15

#### 3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Original signed

Date: \_\_\_\_\_

FEB 26 2015

By Lucas J. Jannett





COMPUTER EQUIPMENT  
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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# COMPUTER EQUIPMENT 2014-2019



## MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

- 1. BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

- 2. EFFECTIVE DATE.** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
- 3. PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
- 4. CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

\* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

**a. Software**

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

**b. Services**

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

**c. Third Party Products.**

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

**d. Additional Product/Services**

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT A - TERMS & CONDITIONS

## MASTER AGREEMENT TERMS AND CONDITIONS

### A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle  
Acquisition Management Specialist  
Department of Administration  
Materials Management Division  
50 Sherburne Avenue  
112 Administration Building  
St. Paul, MN 55155

Fax: 651.297.3996  
E-mail: [susan.kahle@state.mn.us](mailto:susan.kahle@state.mn.us)

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR .** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- a. clearly mark all trade secret materials at the time the information is submitted;
- b. include a statement with regard to the information justifying the trade secret designation for each item; and,
- c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us). The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.
10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.
11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

**12. IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

**13. MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

**RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.**

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

**14. NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

**15. NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

**STATE OF MINNESOTA:**  
MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR  
112 Administration Bldg.  
50 Sherburne Avenue  
St. Paul, MN 55155  
651-296-2600

# MASTER AGREEMENT TERMS AND CONDITIONS

## B. WSCA-NASPO TERMS AND CONDITIONS

- 1. ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

- 2. AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
  - a. A Participating Entity's Participating Addendum ("PA");
  - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
  - c. The Solicitation including all addendums; and
  - d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

- 3. AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
- 4. ASSIGNMENT OF ANTITRUST RIGHTS. NEGOTIATED.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action to the extent the assignment is necessary for the Participating Entity to overcome Federal or State's bar on indirect purchases.
- 5. ASSIGNMENT/SUBCONTRACT. NEGOTIATED** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity.

- 6. CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

**7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF, NEGOTIATED**

**7.1 Confidentiality.** Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

**7.2 Non-Disclosure.** Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**7.3 Injunctive Relief.** Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

**7.4 Contractor Information.** Contractor information exchanged under this Agreement will be treated as confidential if identified and labeled as such at disclosure and if the circumstances of disclosure would reasonably indicate such treatment to the extent it is protected from disclosure under governing law. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents (including WSCA-NASPO Cooperative Purchasing Organization LLC) or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency. Contractor acknowledges that pricing, reported usage, and other provisions of this Agreement that describe the products and services available under the master agreement may be made publicly available by WSCA-NASPO to promote use of the Agreement and shall not be considered Confidential information.

**7.5 Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. Contractor does not intend to have access to personally identifiable information ("PII") of Participating Entity in providing services. To the extent Contractor has access to Participating Entity PII stored on a system or device of Participating Entity, such access will likely be incidental and Participating Entity will remain the data controller of Participating Entity PII at all times. Contractor will use any PII to which it has access strictly for purposes of delivering the services ordered.



7.6 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES. NEGOTIATED.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
  - ii. A material breach of any term or condition of this Master Agreement; or
  - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
  - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - v. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
- i. Exercise any remedy provided by law; and
  - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
  - iii. Impose liquidated damages as provided in this Master Agreement; and
  - iv. Suspend Contract Vendor from receiving future bid solicitations; and
  - v. Suspend Contract Vendor's performance; and
  - vi. Withhold payment until the default is remedied.
- d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- e. Contractor may discontinue performance with any Purchasing Entity if Purchasing Entity fails to pay any undisputed sum due, or with any Participating Entity if after thirty (30) days written notice Participating Entity has not cured any other material failure to perform under this Agreement.

10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

- 12. GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 13. INDEMNIFICATION. DELETED SEE SECTION 2C17**
- 14. INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17**
- 15. INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
- 16. INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
- 17. INSURANCE. NEGOTIATED.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

The Contract Vendor is responsible for payment of Contract related premiums on all insurance policies, and deductibles.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) includes the Participating Entity as an additional insured, which endorsement may be met through the use of what is referred to as a "blanket" additional insured endorsement, and (ii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished, upon request. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

- 18. LAWS AND REGULATIONS. NEGOTIATED.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

If software is licensed to Participating Entity for use in the performance of a US Government prime contract or subcontract, Participating Entity agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under publisher's standard commercial license.

Products and services provided under these terms are for Participating Entity's internal use and not for further commercialization. Participating Entity is responsible for complying with applicable laws and regulations, including but not limited to, obtaining any required export or import authorizations if Purchasing Entity exports, imports or otherwise transfers products and/or deliverables provided under this Agreement.

**19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.**

**20. NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

**21. ORDER NUMBERS. NEGOTIATED** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

"Order" means the accepted order including any supporting materials which the parties identify as incorporated either by attachment or reference ("Supporting Materials"). Supporting Materials may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

**22. PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

**23. PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

**24. PAYMENT. NEGOTIATED.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. Prices include the fee as specified in section 1.

**25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

**26. RECORDS ADMINISTRATION AND AUDIT. NEGOTIATED.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity,

a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

Contractor will be advised with reasonable prior written notice of each audit. The parties will work together in good faith to establish an audit process that does not interfere with Contractor's ability to perform its obligations under this Agreement or any other agreement, or compromise any reasonable security processes or procedures. Contractor will provide the auditor with information reasonably required to effect the audit, provided however that Contractor reserves the right to impose limitation or require additional assurances from Customer and its auditor as may be necessary to protect the Confidential Information of Contractor to the extent such limitations and assurances are not in conflict with Participating Entity's governing laws. In no event will Contractor be required to provide Customer or its auditor with access to Contractor's internal costs and resource utilization data, or data related to employees or other customers of Contractor to the extent it's not in conflict with Participating Entity's governing law.

**27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**28. ACCEPTANCE AND ACCEPTANCE TESTING. NEGOTIATED.**

- a. **Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the

Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31<sup>st</sup> day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

- b. **Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.
- c. **Installation.** If Contractor is providing installation with the product purchase, Contractor's site guidelines (available upon request) will describe the facilities Participating Entity is required to provide. Contractor will conduct its standard installation and test procedures to confirm completion.

**29. SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

**30. TITLE OF PRODUCT. NEGOTIATED**

**OWNERSHIP**

- a. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If deliverables are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
- b. **Title.** Title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.

**31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

**32. WARRANTY. NEGOTIATED.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the Specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, and, (c) the Product is designed and manufactured in a commercially reasonable manner. Products and services are provided with the standard manufacturer's published warranty, support, and software licensing terms ("Specifications"). Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any service concerns.

For third party products sold by the Contract Vendor that are not Contractor-branded, the Contract Vendor sells the third party products with the manufacturer or publisher's standard warranty, license, and maintenance "AS IS". The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

This Agreement states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.

# MASTER AGREEMENT TERMS AND CONDITIONS

## C. MINNESOTA TERMS AND CONDITIONS

- 1. ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
- 2. ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at [http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf)

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

- 3. ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
- 4. AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions; costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
- 5. AMERICANS WITH DISABILITIES ACT (ADA). DELETED.**
- 6. AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
- 7. AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
- 8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.**
  - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

Instructions for certification:

    1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
    2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**9. CHANGE REQUESTS. NEGOTIATED.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already

established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

Requests to change the scope of services or deliverables, on a per-Order basis, will require a change order signed by the Purchasing Entity and Contractor.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.



- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

**17. INDEMNIFICATION. NEGOTIATED.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence or willful misconduct in performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

**18. INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any Contractor-branded materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend or settle, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense.

The Contractor has no obligation for any claim of infringement arising from:

- a. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
- b. The Contractor's use of technical information or technology provided by the Purchasing Entity;
- c. Product modifications by the Purchasing Entity or a third party;
- d. Product use prohibited by Specifications or related application notes; or
- e. Product use with Products that are not the Contractor-branded.

**19. LIMITATION OF LIABILITY.** Contractor will be responsible for damages that Purchasing Entity may incur as a result of purchasing products and services from HP, up to \$10,000,000 (ten million dollars).

Except for unauthorized use of Purchasing Entity's or Contractor's intellectual property, neither Purchasing Entity nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. Contractor does not limit its liability for death or bodily injury caused by its negligence, acts of fraud, willful repudiation of the agreement, nor any liability which may not be excluded or limited by applicable law.

**20. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 21. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
- 22. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :
- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
  - b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
  - c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
  - d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

- 23. NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
- 24. ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
  - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
  - the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

- 25. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY. NEGOTIATED. NOT APPLICABLE TO CONTRACT VENDOR.**
- 26. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.
- 27. PREFERENCE.**
- Targeted/Economically Disadvantaged.** In accordance with Minn. Stat. § 16C.16, subs. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

**Reciprocal Preference.** In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

**Veteran.** In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

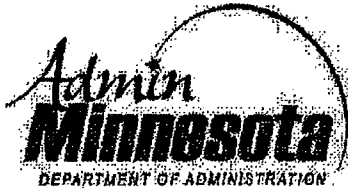
In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

- 28. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.
- 29. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.
- 30. PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract
- 31. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
- a. reject any and all responses received;
  - b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
  - c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
  - d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
  - e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and

f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

- 32. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 33. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 34. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 35. SURVIVABILITY. NEGOTIATED.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees. Software licenses, warranty, and service agreement that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.
- 36. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT B - PRICING

- BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
- PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
- PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
- BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
- PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
- CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
- BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
- PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
- PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
- TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
- SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service-agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD  
EXHIBIT B - PRICING SCHEDULE**

<b>1. BASELINE PRICING HP LIST PRICE</b>		<b>LINK:</b>	
<b>2. BAND DISCOUNTS</b>		<b>CATEGORY CODE</b>	<b>MINIMUM DISCOUNT</b>
BAND 1 DESKTOP		1M	15%
BAND 2 LAPTOP		2M	12%
BAND 3 TABLET		3M	20%
BAND 4 SERVER		4M	14%
BAND 5 STORAGE		5M	20%
Category Exception: Promotions/Smart Buys		PROMO	1%
<p><b>IMPORTANT:</b> The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.</p>			
<b>3. THIRD PARTY PRODUCTS</b>		TPH	10%
Category Exception: Third Party Software		TPS	5%
Category Exception: Microsoft O/S when purchased with Band 4 items		4M16	0%
See HP WSCA-NASPO Website for Approved Third Party Software & Hardware Manufacturers.			
<b>4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services</b>			
<p>Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications &amp; standard warranty included with system see: <a href="http://h71069.www7.hp.com/quickspecs/overview.html#intro">http://h71069.www7.hp.com/quickspecs/overview.html#intro</a></p>			
<b>5. LEASING</b>			
Participating Addendum may identify if and how leasing agreement terms will be conducted.			
<b>6. ADDITIONAL DISCOUNTS - Request a quote for discounts on bulk/volume purchases.</b>			
a. <b>Big Deal Pricing:</b> Contact HP sales for additional savings provided through "special fixed pricing" (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.			
b. <b>Cumulative and Special Discounts:</b> Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.			
c. <b>Additional Bulk/Volume Discount Options:</b> HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.			
d. <b>Contact HP for detailed list of additional discounts provided.</b>			





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**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD  
EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)**

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
  - a. Band number
  - b. Part # - SKU #
  - c. Manufacturer
  - d. Description
  - e. Minimum Discount
  - f. Category Code (This code will be refined during the approval process)
  - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

**MANUFACTURER NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**BASELINE PRICE LIST:** \_\_\_\_\_  
**LINK:** \_\_\_\_\_

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
  - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
  - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
  - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
  - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
  - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
  - a. Baseline Price List and historic versions
  - b. Approved Product and Service Schedule (PSS)
  - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
  - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
  - e. Link to the WSCA-NASPO EmarketCenter
  - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
  - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
  - h. Sales representatives for participating entities
  - i. Purchase order tracking
  - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
  - k. Additional Terms may not be posted on the Website without written approval of the Lead State
  - l. Link to the WSCA-NASPO EmarketCenter if a State is participating
  - m. Information on accessibility and accessible products
  - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
  - o. Links to environmental certification, including but not limited to take-back/recycling programs,
  - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
  - q. Service options, service agreements for negotiations when allowed by a participating addendum
  - r. EPEAT, Energy Star, etc.
  - s. Link to Signed Participating Addendums
  - t. Link to Signed Master Agreement
  - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: \_\_\_\_\_

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # \_\_\_\_\_ with \_\_\_\_\_ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

\_\_\_\_\_ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: \_\_\_\_\_
Action Log: \_\_\_\_\_ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED
Quarterly Self Audit Check this box to verify the Quarterly Self Audit has been completed
Third Party Product Addition Provide warranty Guarantee
Marketing Approval Attach Materials for review
Material Website Change Describe and provide link for review
Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: \_\_\_\_\_ Name of Requester: \_\_\_\_\_
\_\_\_\_\_ Title of Requester:





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**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD  
EXHIBIT F - REPORTING**

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

Quarter	Start Date	End Date	Reporting Period
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

**3. REQUIRED REPORTS:**

Report ID	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: <a href="http://www.naspo.org/WNCPO/Calculator.aspx">http://www.naspo.org/WNCPO/Calculator.aspx</a> 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT G – DEFINITIONS

**Acceptance.** See Master Agreement Terms regarding Acceptance and Acceptance Testing.

**Accessory.** Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

**Bands:** For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

**BAND 1: DESKTOP.** A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

**BAND 2: LAPTOP.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 3: TABLET.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

**BAND 4: SERVER.** A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 5: STORAGE.** Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

**Cloud Services.** Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

**Contract Vendor or Contractor.** The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

**Components.** Parts that make up a computer configuration.

**Configuration.** The combination of hardware and software components that make up the total functioning system.

**Desktop.** This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

**Energy Star®.** A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

**EPEAT.** A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website [www.epeat.net](http://www.epeat.net) to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

**FOB Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

**FOB Inside Delivery.** Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

**General Consulting.** Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

**Laptop.** This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

**Lead State.** The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

**Manufacturer.** A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

**Master Agreement.** The underlying agreement executed by and between the Lead State and the Contract Vendor.

**Middleware.** Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

**Options.** An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

**Order.** A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

**Participating Addendum.** A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

**Participating States.** States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

**Participating Entity.** A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

**Partner.** A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

**Peripherals.** A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

**Per Transaction Multiple Unit Discount.** A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

**Premium Savings Packages.** Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

**Purchasing Entity** – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

**Ruggedized.** This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

**Services.** Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

**Server.** This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage.** This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage Area Network.** A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

**Storage as a Service (STaaS).** An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

**Software.** For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

**Tablet.** This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

**Takeback Program.** The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

**Third Party Products.** Products sold by the Contract Vendor which are manufactured by another company.

**Upgrade.** Refers to replacement of existing software, hardware or hardware component with a newer version.

**Warranty.** The Manufacturers general warranty tied to the product at the time of purchase.

**Wide Area Network or WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

**WSCA-NASPO.** The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT  
Master Agreement No: MNNVP-133 and MNWNC-115  
Hewlett-Packard Company  
(hereinafter "Contractor")  
And  
State of Missouri  
(hereinafter "Participating State/Entity")

Contract No. MNNVP-133-MO

1. Scope:

This addendum allows for purchase of the following Computer Equipment/Services: Computer Equipment, Peripherals, and Related Services led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 1 – Desktop; Band 2 – Laptop; and, Band 3 – Tablet. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum, if applicable.

2. Participation:

Use of specific NASPO ValuePoint cooperative contracts shall only apply to political subdivisions/local governments authorized by Missouri statutes to use state contracts are subject to the prior approval of the state's Director of the Division of Purchasing and Materials Management. A political subdivision/local government is defined as any city, county, district, or other local governing body including state universities, community colleges, and K-12 public schools empowered to expend public funds and enrolled in the state's cooperative procurement purchasing program. Agencies governed by chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of the Division of Purchasing and Materials Management. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing and Materials Management for the State of Missouri.

3. Order of Precedence:

- 1) A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
- 2) Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
- 3) The Solicitation including all Addendums; and
- 4) Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents

**PARTICIPATING ADDENDUM**  
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(hereinafter "Contractor")

And

State of Missouri  
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Contract No. MNNVP-133-MO

subsequently provided by the Contract Vendor except for those within the Participating Addendum. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

a. For the informational purposes, the Contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.

b. Missouri Statewide Contract Quarterly Administrative Fee:

1) The Contractor shall pay a one percent (1%) quarterly administrative fee to the State of Missouri which shall apply to all payments received by the Contractor for all products and services purchased and provided under this Addendum. Payment of the one percent administrative fee shall be non-negotiable.

2) The Contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the Contractor during the calendar quarter as reported on the Contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 30<sup>th</sup> calendar day of the month immediately following the end of the calendar quarter, unless the 30<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline. Notwithstanding an alternative interpretation, for the purpose of this Section b and Section c below, "payments" is equivalent to net sales (minus returns, credits, taxes and shipping charges) received by the Contractor during the calendar quarter.

3) Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The Contractor's payment by check shall authorize the State of Missouri to process the check electronically. The Contractor understands and agrees that any returned check from the Contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

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Contract No. MNNVP-133-MO

- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.
- 4) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the Contractor for each contract.
- 5) Missouri Statewide Contract Quarterly Administrative Fee Report:

The Contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the Contractor from state agencies, political subdivisions, universities, and governmental entities within the State of Missouri that were made pursuant to this Addendum.

The Contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the Contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 30<sup>th</sup> calendar day of the month following the reporting quarter entered on the report, unless the 30<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the Contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 1) may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing and Materials Management,  
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing and Materials Management,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517

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(hereinafter "Participating State/Entity")

Contract No. MNNVP-133-MO

- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

The Contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the Contractor. The Contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the Contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The Contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the Contractor shall comply with all contractual terms, as amended.

c. Missouri Statewide Contract Quarterly Usage Report:

- 1) The Contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

<b>Data Element</b>	<b>Description</b>
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the Contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the Contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.

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Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to Contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2) The Contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 30<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 30th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the Contractor must still submit a report and indicate no purchases were made.
- 3) The Contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The Contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).
- 4) The Contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the Contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The Contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the Contractor shall comply with all contractual terms, as amended.

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Contract No. MNNVP-133-MO

5. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Debra Lee
Address	442 Swan Blvd., Deerfield, IL 60015
Telephone	847-537-0344 (Cell 847-922-2977)
Fax	847-572-1336
E-mail	<a href="mailto:debra.lee@hp.com">debra.lee@hp.com</a>

Participating Entity

Name	Paul Linhardt
Address	301 W High St, Room 630
Telephone	573-751-4578
Fax	573-526-9816
E-mail	<a href="mailto:Paul.Linhardt@oa.mo.gov">Paul.Linhardt@oa.mo.gov</a>

6. Partner Utilization:

Each state represented by NASPO ValuePoint participating in this Master Agreement independently has the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are:

The State of Missouri does not limit Contractor partners except that they must be based in the State of Missouri.

7. Terms.

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with the applicable laws of the State of Missouri.

8. Orders:

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

**PARTICIPATING ADDENDUM**  
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(hereinafter "Contractor")  
And  
State of Missouri  
(hereinafter "Participating State/Entity")

Contract No. MNNVP-133-MO

9. Separation:

Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other, provided that Participating State/Entity approves the assignment of this Participating Addendum to Hewlett Packard Company's successor-in-interest, HP Inc., in connection with the HP Separation. Any reference to Hewlett-Packard Company in this Participating Addendum will be deemed to be a reference to HP Inc. following HP Separation. HP Separation means any transaction or restructure associated with the proposed separation of Hewlett-Packard Company into two publicly traded companies, as announced by Hewlett-Packard Company on October 6, 2014.

This Participating Addendum is based on Master Agreement No. MNWNC -115 until November 1, 2015. In accordance with the Assignment Agreement, as of November 1, 2015, this Participating Addendum is assigned to Master Agreement No. MNNVP-133.

10. Participating Addendum:

To the extent applicable, this Addendum is effective and will replace and supersede the existing Participating Addendum between Contractor and Participating State/Entity under the WSCA Master Price Agreement Number B27164, as of the first business day of the month following the full execution of this Participating Addendum below.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Missouri	Contractor:
By: <i>Karen S. Boeger</i>	By: <i>Matthew C. Keck</i>
Name: <i>Karen S. Boeger</i>	Name: Matthew C. Keck
Title: <i>Director, Division of Purchasing</i>	Title: Senior Counsel
Date: <i>9-15-15</i>	Date: 9/14/15

**PARTICIPATING ADDENDUM**  
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(hereinafter "Contractor")

And

State of Missouri  
(hereinafter "Participating State/Entity")

Contract No. MNNVP-133-MO

**EXHIBIT A**

**Missouri Economic Impact:** The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Hewlett-Packard is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc. We currently employ 369 personnel within the State of Missouri, with the majority resident teleworkers. We report, monthly, State sales tax of over \$200,000.
2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 4 – Server; and, Band 5 - Storage. Services and products available under this agreement may also be fulfilled by HP authorized resellers and service providers residing within the State.
3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations. Hewlett-Packard Company state income tax withholding is approximately \$95,000/month. Property tax for 2014, paid to Missouri, was \$3,410.
4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:  
World Wide Technologies  
Technology Group Solutions
5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:  
None
6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:  
None





**AMENDMENT 1**  
TO  
**NASPO ValuePoint (formerly WSCA/NASPO)**  
**Participating Addendum**  
between  
the State of Missouri  
and  
**HP Inc.**  
Participating State Contract Number MNNVP-133-MO  
Master Agreement MNNVP-133

WHEREAS, the State of Missouri (herein "State") and HP Inc. (herein "Contractor") have entered into a NASPO ValuePoint Participating Addendum #MNNVP-133-MO (herein "the Agreement");

WHEREAS, the Parties wish to amend the Agreement;

NOW, THEREFORE, the Parties agree to the following:

1. Change the Participating Addendum Peripherals threshold to \$30,000 effective April 1, 2016 or upon full execution by the parties, whichever is later.
2. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

STATE OF MISSOURI  
(State)

BY: Kenneth Boogger

TITLE: Director, Division of Purchasing

DATE: 3/29/16

HP Inc.  
(Contractor)

BY: Nancy Lubowski

TITLE: CONTRACT ADMINISTRATOR

DATE: 3/30/2016

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 16

In the County Commission of said county, on the 5th day of July 20 16

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 Contract Amendment Number Three to 27-19JUN13 – Duplication Services.

The terms of the amendment are stipulated in the attached Contact Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment #3, Duplicating Services.

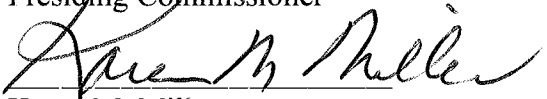
Done this 5th day of July, 2016.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

319-2016

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Phil Fichter  
DATE: June 28, 2016  
RE: Amendment Number Three – 27-19JUN13- Duplication Services

Contract 27-19JUN13- Duplication Services was approved by Commission for award to Mail and More, Inc. d/b/a Direct Impact on July 23, 2013, Commission Order 331-2013. This amendment adds Land Disturbance Inspection Checklist Forms to the contract.

cc: Kelle Westcott, Resource Management  
Bid File

**CONTRACT AMENDMENT #3  
DUPLICATING SERVICES**

The Contract Agreement **27-19JUN13** dated July 23, 2013 made by and between Boone County, Missouri and **Mail & More, Inc. d/b/a Direct Impaq**t for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADDED** are the following pricing items to this contract:

MISCELLANEOUS PRINTING

Under MISCELLANEOUS PRINTING,

**4.7.19 Land Disturbance Inspection Checklist**

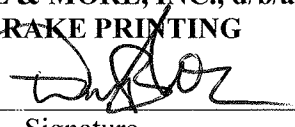
Pages: 25 sets of triplicate per book  
Stock: 3Pt NCR (White/Yellow/Pink)  
Layout Size: 8.5X11  
Finished Size: 8.5X 11  
Sides: Single sided  
Bleeds: No Bleeds  
Ink: Digital Black  
Bindery: Pad at top/ Cut Wrap to 8.5X11/Collate wrap on back of each pad/Coil bind at top in 25 sets per book

	<u>100 Books</u>	<u>200 Books</u>
Cost	\$ <u>895.00</u>	\$ <u>1,698.50</u>
UPS/Postage	\$ <u>0.00</u>	\$ <u>0.00</u>
Tax	Exempt	Exempt
<b>Total Due:</b>	<b>\$ <u>895.00</u></b>	<b>\$ <u>1,698.50</u></b>

Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

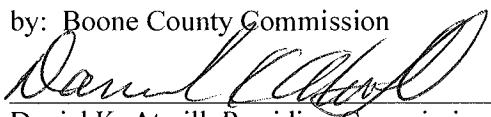
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**MAIL & MORE, INC., d/b/a DIRECT IMPAQT  
aka BRAKE PRINTING**

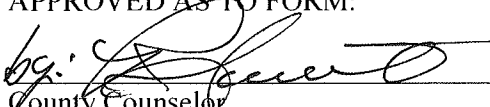
by   
Signature

Title: VP of Party operators

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

by:   
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

Commission Order: 319-2016

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.)

County wide Term and Supply

Signature Jane Pitchford by HA - No Encumbrance Required Date 6-29-16 Appropriation Account

319-2016

# direct impaqt

DIVISION OF MAIL&MORE | BRAKE PRINTING

6/13/2016  
Boone County Public Works

Phil Fichter  
pfichter@boonecountynmo.org  
886-4395 p

RE: Inspection Checklist

We appreciate the opportunity to provide you with pricing for your printing needs. Following is the price quote for the item you requested. Please contact me with any questions or clarifications you may have about the way the project is described or priced. We would like to work with you on this project.

Description:	Inspection Checklist
Pages:	1
Stock:	3 Pt NCR (White / Yellow / Pink)
Layout Size:	8.5 x 11
Finished Size:	8.5 x 11
Sides:	Single sided
Bleeds:	No Bleeds
Ink:	Digital Black
Bindery:	Pad at Top / Cut Wrap to 8.5 x 22 / Fold Wrap in half to 8.5 x 11 / Collate wrap on back of each pad / Coil bind in 25 sets per book

File Submission / Readiness for Print      Digital File Provided / Output Ready

Price for	100 Books with 25 sets	\$895.00
Price for	200 Books with 25 sets	\$1,698.50

These prices reflect only the specifications listed above. They do not include additional design work requests. Charge corrections will be discussed before proceeding with extra service requests. This above bid prices are available for 30 days.

STANDARD PRINTING TRADE CUSTOMS APPLY TO THIS QUOTATION.  
I authorize Direct Impaqt to do this work and bill me accordingly. Payment is due upon project pickup unless credit application has been submitted and approved. Direct Impaqt's normal credit terms are net 30 days. A 1.5% service charge per month on balances over 30 days may apply.

609 Nebraska Avenue  
Columbia, MO 65201  
573.874.7844 ph  
573.875.2566 fax  
order@directimpactprint.com  
estimate@directimpactprint.com

Date: \_\_\_\_\_ Accepted by: \_\_\_\_\_  
signature

[www.directimpactprint.com](http://www.directimpactprint.com)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}  
} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

5th

day of

July

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C215036001 with Karpel Computer Systems of St. Louis, MO for the Prosecuting Attorney Case Management System Maintenance and Support.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 5th day of July, 2016.

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

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Phil Fichter  
**DATE:** June 30, 2016  
**RE:** **Cooperative Contract: State of Missouri C215036001 – Prosecuting Attorney Case Management System Maintenance and Support**

The Boone County Prosecuting Attorney's Office requests permission to utilize the State of Missouri cooperative contract C215036001 with Karpel Computer Systems of St. Louis Missouri for the Prosecuting Attorney Case Management System Maintenance and Support.

Total annual cost of the contract will be \$16,650 and will be paid out of Departments 2905-70050, LE/JUDICIAL INFO SYS-LESALESTX, SOFTWARE SERVICE CONTRACT (\$15,300) and 1263-70050, IV-D, SOFTWARE SERVICE CONTRACT (\$1,350) for 2017.

cc: Bonnie Adkins, PA  
Connie Shepp – IT  
Michael Mallicoat, IT - FM  
Contract File



**PURCHASE AGREEMENT  
FOR  
PROSECUTING ATTORNEY CASE MANAGEMENT SYSTEM**

**THIS AGREEMENT** dated the 5<sup>th</sup> day of July 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Karpel Computer Systems** herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing, delivery, installation and maintenance of **Prosecuting Attorney Case Management System** in compliance with all proposal specifications and any addendum issued for the State of Missouri Request for Proposal number B2Z06075 and resulting contract number **C215036001- Maintenance and Support of the Karpel Criminal Case Management System**, as well as attached Addendum to Agreement between Contractor and County regarding maintenance, support and responsibilities and the Karpel Systems – Total Cost attachment. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the State of Missouri Request for Proposal number **C215036001** shall prevail and control over the vendor's proposal response.

2. **Contract Duration** - This agreement shall commence on **July 1, 2016 and extend through December 31, 2017**, subject to the provisions for termination specified below. After the completion of the initial contract period, this Agreement will continue to automatically renew on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

3. **Rates and Charges** - Contractor agrees to provide Prosecuting Attorney Case Management System and service in accordance with its proposal response at the charges specified therein during the contract period. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the 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.

4. **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 hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

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

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

**KARPEL COMPUTER SYSTEMS**

**BOONE COUNTY, MISSOURI**

by [Signature]  
title CEO

by: Boone County Commission  
[Signature]  
Daniel K. Atwill, Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

by: [Signature]  
County Counselor

[Signature]  
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 the contract do not create a measurable county obligation at this time.)

[Signature] by [Signature] 06/29/2016  
Signature Date Appropriation Account  
2905-70050 (\$15,300)  
1263-70050 (\$1,350)

## **Addendum to Agreement**

This Addendum to Agreement, effective on the date the main agreement to which this addendum applies, is made by and between the Boone County, Missouri (County) and Karpel Computer Systems, Inc. (Karpel) in order to memorialize the parties' understandings with respect to implementation and support of Karpel Case Management System (KCMS). This addendum specifies specific responsibilities of Karpel and two County departments involved with the implementation, administration and maintenance of KCMS software and County owned hardware and for that purpose the term County includes references to the Prosecuting Attorney's office (PA), the Boone County Department of Information Technology (IT)

For purposes of implementation and support of the KCMS software on County owned and operated computer hardware, the parties understand and agree to the following:

**1. KCMS Administrators** - The Prosecuting Attorney's office shall designate one primary and one secondary KCMS Administrator, who shall have primary responsibility for the on-going operation and support of KCMS. This includes on-going and direct communication with the software vendor Karpel Computer Systems, Inc., answering all user questions, reporting problems to the vendor, training users, and coordinating any hardware/networking/backup issues with IT.

**2. Hardware** - IT shall order the server (to meet or exceed Karpel's specifications), and the HSTC chassis and disk drives (for backups). IT shall install this hardware in the main server room on the 2<sup>nd</sup> floor of the Government Center and shall provide network connections and clean UPS power. IT shall provide server monitoring for automatic notification when hardware problems occur, and shall be responsible for initiating and following up on all necessary hardware service calls.

**3. Software** - IT shall install and apply all maintenance updates to MS Windows 2003 Server, Backup Exec Client and Anti-Virus software on the server. IT shall notify Karpel at the time any MS Windows 2003 Server maintenance updates are applied. Any downtime required for server maintenance shall be scheduled ahead of time with the KCMS Administrator. Karpel shall install and maintain the Oracle database, the KCMS server software, and the KCMS Client software on each user workstation. IT shall provide backups of the KCMS Oracle database, KCMS software and server software per Karpel's specifications.

**4. Data Conversion** - IT shall provide data layout documentation of data currently being transmitted from the Sheriff Department's HTE Jail and Crimes Management system to Boone County's EPICS (Enhanced Prosecutors Integrated System), which is the current system used by the PA's office. Karpel shall provide for the importing of this data into KCMS with no or minimal programming changes required by IT. Also, Karpel shall provide data layout documentation of data that will be sent to HTE, with IT responsible for providing programming to import KCMS data into HTE. IT shall provide data layouts of the data from the County's Bad Check system, which Karpel will import into KCMS for initial start-up. Then, on-going, Karpel shall provide automatic daily exports of KCMS bad check data in a format that matches the County's data layout, for transfer into the County's system for check processing. Likewise, Karpel and IT shall work together to provide all initial data conversion and on-going data transfers to support the current county's Delinquent State Tax System. The KCMS Administrator shall provide time to review and validate all conversion data.

**5. User Support** - The KCMS Administrator shall answer all user questions and shall report all KCMS software problems to Karpel. KCMS users shall direct all questions and shall report all problems to the

KCMS Administrator and not to the IT Helpdesk. If not able to answer the users' questions or solve their problems, the KCMS Administrator shall contact Karpel for assistance.

The KCMS Administrator shall request all desired changes or enhancements to the operation and functionality of the KCMS software directly to Karpel.

**6. Training** - The KCMS Administrator shall schedule and coordinate all training for both users and administrators. Karpel shall be responsible for installing the KCMS Client software on all training machines. Karpel and/or the KCMS Administrator will instruct all training classes. The KCMS Administrator shall work with IT to coordinate training schedules around the availability of training machines. IT shall set up the training machines and connect them to the County's network, and then shall remove them when the training is finished. IT will have 4 laptops (and 1 printer if needed) available to be used during training. Karpel shall provide their own machine for training, and the PA's office shall provide a projector. IT may and reserves the right to audit both the Administrator and User training classes.

**7. Karpel Remote Access** - From time to time it may be necessary and practical for the vendor to have remote access to the County's KCMS server in order to install software, apply software fixes and/or enhancements and to perform specific troubleshooting. Remote Access shall be granted using a secure and reliable technology approved by the IT Network Administrator. The current technology recommended is GoToMyPC. IT shall install the GoToMyPC client on the server and shall provide connection instructions to Karpel.

In the event the main agreement to which this addendum applies is terminated for any reason, notice of termination shall be communicated to all parties to this addendum and termination shall not occur until all parties develop mutually acceptable transition plans in order to avoid disruption of operations and support of the Karpel Case Management System.

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. 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

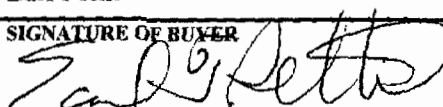
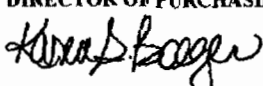
regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



## NOTICE OF AWARD

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

CONTRACT NUMBER C215036001	CONTRACT TITLE Maintenance & Support / Karpel Criminal Case Management System
AMENDMENT NUMBER NA	CONTRACT PERIOD January 1, 2015 through December 31, 2017
REQUISITION NUMBER NR 282 50000000002	VENDOR NUMBER 4316197630 0
CONTRACTOR NAME AND ADDRESS Karpel Computer Systems 5714 S. Lindbergh Blvd. Ste. 200 Saint Louis, MO 63123	STATE AGENCY'S NAME AND ADDRESS Missouri Office of Prosecution Services, Missouri Office of the Attorney General, and Prosecuting Attorney Offices throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing and Materials Management hereby establishes Contract C215036001 for use by the Missouri Office of Prosecution Services, the Missouri Office of the Attorney General, and Prosecuting Attorney Offices throughout the State of Missouri for Maintenance & Support / Karpel Criminal Case Management System, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between various state agencies throughout the State of Missouri and Karpel Computer Systems shall reference the State of Missouri contract number.	
BUYER Earl Pettit	BUYER CONTACT INFORMATION Email: <a href="mailto:Earl.Pettit@oa.mo.gov">Earl.Pettit@oa.mo.gov</a> Phone: (573) 751-5430 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE April 23, 2015
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
SINGLE FEASIBLE SOURCE PROCUREMENT (SFS)

SFS NO.: B2Z15036  
TITLE: MAINTENANCE & SUPPORT / KARPEL CRIMINAL CASE  
MANAGEMENT SYSTEM

REQ NO.: NR 282 50000000002

ISSUE DATE: 4/2/15

BUYER: EARL PETTIT  
PHONE NO.: (573)751-5430  
E-MAIL: earl.pettit@oa.mo.gov

TO: KARPEL COMPUTER SOLUTIONS  
5714 SOUTH LINDBERGH BLVD  
SUITE 200  
ST. LOUIS, MO 63123

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

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

CONTRACT PERIOD: JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

DELIVER SOFTWARE AND SEND INVOICES AS NOTED ON PURCHASE ORDERS:

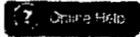
VARIOUS STATE AGENCIES  
THROUGHOUT THE STATE OF MISSOURI

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri - Terms and Conditions (Revised 01/26/12). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Karpel Solutions		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Karpel Computer Systems, Inc.	
MAILING ADDRESS 5714 S. Lindbergh Blvd. Suite 200		IRS FORM 1099 MAILING ADDRESS 5714 S. Lindbergh Blvd. Suite 200	
CITY, STATE, ZIP CODE St. Louis, MO 63123		CITY, STATE, ZIP CODE St. Louis, MO 63123	
CONTACT PERSON Matt Ziemianski		EMAIL ADDRESS mattz@karpel.com	
PHONE NUMBER 314-892-6300		FAX NUMBER 314-892-8035	
TAXPAYER ID NUMBER (TIN) 43-1619763	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 4-13-15	
PRINTED NAME Matt Ziemianski		TITLE CEO	





Fictitious Name Details as of 4/8/2015

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

#Required Field

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

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RETURN TO  
**SEARCH RESULTS**

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**CERTIFICATES**

Select filing from the list.

Filing Type    Fictitious Name Cancellation

**FILE ONLINE**

General Information	Filings	Address	Owners	Contact(s)
Name(s) Karpel Solutions		Address 5714 S Lindbergh Blvd. Ste. 200 St. Louis, MO 63123		Charter No. X00601903
Type Fictitious Name				Date Formed 3/19/2006
Status Fictitious Active				Expiration Date 3/19/2016

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Online Help

Gen. Business - For Profit Details as of 4/8/2015

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SQS Home
- Contact Us

\*Required Field

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

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**SEARCH RESULTS**

ORDER COPIES/  
**CERTIFICATES**

Select filing from the list.

Filing Type: Acceptance of a General Business to a Non Pr

**FILE ONLINE**

General Information	Filings	Address	Contact(s)
Name(s) <b>KARPEL COMPUTER SYSTEMS, INC.</b>		Address <b>5714 S. Lindbergh STE 200 Saint Louis, MO 63123-6555</b>	Charter No. <b>80371885</b>
Type <b>Gen. Business - For Profit</b>		Status <b>Good Standing</b>	
Domesticity <b>Domestic</b>		Date Formed <b>10/2/1992</b>	
Registered Agent <b>Karpel, Elizabeth A. 5714 S. Lindbergh Blvd., Ste. 200 St. Louis, MO 63123</b>			
Duration <b>Perpetual</b>			
Renewal Month <b>January</b>			
Report Due <b>4/30/2016</b>			

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**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Karpel\* Solutions\***  
**Record Status: Active**

**No Search Results**

**SAM Search Results**

**List of records matching your search for :**

**Search Term : karpel\* computer\* systems\***

**Record Status: Active**

**No Search Results**

## 1. INTRODUCTION AND GENERAL INFORMATION:

**Purpose:** The Missouri Office of Prosecution Services (MOPS) requires ongoing maintenance & support for existing Karpel Computer Systems case management software also referred to herein as PbK. In addition, MOPS may need to acquire new or additional user licenses, interface update services, and other software and services available only from Karpel. This agreement shall serve the purpose of establishing procurement authority to allow the agency to acquire the software and services required at the pricing provided herein.

1.1 **Single Feasible Source Authority:** Pursuant to section 34.044, RSMo, allowing Single Feasible Source procurement, the State of Missouri desires to establish a contract with Karpel Computer Solutions, also referred to herein as "contractor," to acquire ongoing software maintenance & support, software licenses, and other services included in SFS B2Z15036.

### 1.2 Background Information:

Pursuant to Section 56.750 RSMo, MOPS has authority to provide services related to automated case management systems for prosecuting attorney throughout the State of Missouri.

The Karpel case management system is currently used in the prosecuting attorney offices in 97 of the 114 counties in Missouri. In addition, the Missouri Office of the Attorney General utilizes the system via licenses acquired through Missouri Contract C206075001.

A previous contract C206075001 exists for the services being obtained via this SFS. Contract C206075001 was established as a result of RFP B2Z06075. A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B2Z06075 and the contract number C206075001 when searching for these documents.

1.3 **General Instructions/Requirements:** Please complete and sign the first page of this document, thereby agreeing to provide the referenced services under the terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm your agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing and Materials Management, a binding contract shall exist between Karpel Computer Solutions and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the invoice address shown on the state agency's purchase order.

1.4 **Organization of Document:** This document, referred to as Single Feasible Source (SFS) B2Z15036, includes the following parts:

Section 1:	Introduction and General Information
Section 2:	Contract Requirements
Section 3:	Software and Technical Support Requirements
Exhibit A:	Pricing Pages
Exhibit B:	Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
Exhibit C:	Miscellaneous Information
Attachment 1:	Karpel Support Policies
Attachment 2:	Karpel Hosting Policies
	Terms and Conditions

## 2. CONTRACT REQUIREMENTS

- 2.1 **Contract:** A binding contract shall consist of: (1) the SFS B2Z15036 document, (2) the contractor's response to the SFS, and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the SFS shall be incorporated into the contract by reference.

A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 2.2 **Contract Period/Renewal:** The original contract period shall be January 1, 2015 through December 31, 2017. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications, including all prices of the contract shall remain the same.
- 2.3 **Contract Price:** All prices shall be as stated in Exhibit A – Pricing Pages. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.4 **Payments and Invoicing:** The contractor shall understand and agree that the state agency reserves the right to make contract payments to the contractor through electronic funds transfer (EFT).

Payments shall be made in arrears of receiving product/services except for software maintenance/support payments and subscriptions which may be paid in advance.

Invoicing:

The contractor shall submit a monthly itemized invoice for all services provided.

- The monthly invoice for maintenance for MOPS for all county prosecutors' offices must be sent to MOPS.
- Invoices for additional services allowed by the contract (e.g. fees for hosting services) provided by Karpel to county prosecutors' offices must be sent to the office ordering the service(s). Note: MOPS must approve, in writing, all additional services provided to county prosecutors' offices prior to implementation of the service. Approval by MOPS via email shall be deemed to be written approval.

Invoices for service provided to the Office of the Attorney General must be sent to:

Missouri Attorney General's Office  
PO Box 899

207 West High Street  
Jefferson City, MO 65102

- 2.5 **Prohibition of Electronic Self-Help:** The contractor agrees that in the event of any dispute with the State regarding an alleged breach of contract, the contractor shall not use any type of electronic means to prevent or interfere with the state's use of the on-line legal subscription services/software without first obtaining a valid court order authorizing same. The state shall be given proper written notice and an opportunity to be heard in connection with any request for such a court order. The contractor understands that it is foreseeable that a breach of this provision could cause substantial harm to the state. No limitation of liability, whether contractual or statutory, shall apply to a breach of this paragraph.
- 2.6 **Force Majeure:** The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.
- 2.7 **Termination of Contract:** The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor for the State of Missouri pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.8 **Software Licensing:** The contractor has granted MOPS perpetual, permanent software licenses that are non-exclusive, irrevocable, and unrestricted to use as identified herein for 931 perpetual licenses. These licenses are transferrable only between counties that have PbK installed. Licenses may not be transferred to a County that does not have PbK installed and actively running. No further payment is required by MOPS for continued use of these licenses.

For the period January 1, 2015 through December 31, 2015, MOPS shall pay for maintenance/support for 898 perpetual licenses which are currently in use. In October of each year, the MOPS contract manager shall perform a user audit to determine the actual number of users of Karpel licenses and provide the results of the audit to Karpel.

The contractor's solution is also available as a hosted solution. In the event an authorized contract user chooses to utilize the hosted solution MOPS shall pay the monthly maintenance/support fee for the county office and the county office shall be responsible for Hosting Services fee stated in Exhibit A – Pricing Page. Migration from a client server solution to a hosted solution shall not result in a reduction of perpetual license previously granted to MOPS.

- a. All maintenance and technical support fees required in order to receive system updates (which include enhancements, corrections, modifications, system configuration, database maintenance, additions and later versions of the licensed product) and fixes to technical support problems/website errors shall be included in the annual maintenance fees specified in Exhibit A, Pricing Pages.
  - 1) The State of Missouri understands that maintenance and/or technical support fees may be required monthly, quarterly, or annually, in order to receive software updates (which include enhancements, corrections, modifications, additions and later versions of the licensed product) and/or technical support. However, it remains the sole option of the state to purchase

maintenance or to decline this service. If the state chooses to discontinue maintenance, the software would continue to be legally licensed for use.

**System Test Environment:** The contractor shall extend the rights of the software license to allow for a Karpel Hosted test environment for the purpose of testing the compatibility of the software with any upgraded or new software, which interfaces with the software, or testing a new version or release of the software with existing software. The test environment may or may not be executed on the same hardware as the production system. This copy of the software shall not be used for production purposes. MOPS and county users shall be authorized to use the Karpel Hosted test environment at no additional cost to the state.

Any language or provisions contained in any of the contractor's "shrinkwrap" or "clickwrap" agreements shall be of no force or effect.

- 2.9 **Software Warranty:** The contractor shall warrant that the software shall conform to the mandatory technical and performance requirements described in this SFS. The contractor shall also warrant that the software shall perform and operate in accordance with the contractor's published specification documentation, including user manual, regarding the software.
- 2.10 **Contractor Status:** The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.11 **Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.12 **Software Rights & Protections:**

- 2.12.1 The State of Missouri acknowledges that the licensed products are proprietary and are the intellectual property of the contractor. The state shall only use the software in accordance with the licensing terms and conditions as provided in this SFS contract. The state shall not permit the licensed products acquired under this contract, to be used by any other person except for employees, Missouri prosecutors, agents and/or consultants of the Missouri Office of Prosecution Services and individual county offices.
- 2.12.2 The State of Missouri, Office of Prosecution Services shall have the right to make two (2) copies of the licensed product for archival and disaster recovery purposes.

It shall be the contractor's responsibility and expense to thoroughly educate and inform state agencies, county prosecutor offices, and software end users regarding the software usage and copyrights. In the



event that agency personnel or the contractor discover any misuse of the software or related documentation within the agency(s), they must immediately notify the designated software manager, department manager, or legal counsel.

**2.13 Audits:**

2.13.1 In the event that the contractor undertakes an audit of the agency's facility in which the software is installed: (1) the contractor must provide at least three (3) business days prior written notice to the agency, (2) the agency shall have an equal right to audit the contractor's compliance with its license obligations hereunder, (3) all information transmitted to the contractor pursuant to the above shall be held in confidential status by the contractor, and (4) no penalty shall be levied against the State for unlicensed software found during the course of the audit. If the agency is determined to be using unlicensed software, the maximum liability to the state shall be the cost of licensing the subject software.

2.14 **Assignment:** The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

2.15 **Confidentiality and Security Documents:** If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.16 **Property of the State:** The contractor shall agree and understand that all documents, data, reports, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

2.17 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.

2.18 **Contractor's Personnel:** The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the

right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.19 **Federal Funds Requirement:** The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- the percentage of the total costs of the program or project which will be financed with Federal funds;
- the dollar amount of Federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.20 **Cooperative Procurement Program:** The contractor shall provide software maintenance, support, subscription services, and other services described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

2.21 **Outside United States:** If any products and/or services offered under this SFS are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide relevant details in response to Exhibit C. In providing a response, the offeror should review Executive Order 04-09

(see the following web link: [http://www.sos.mo.gov/library/reference/orders/2004/eo04\\_009.asp](http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)) and provide adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

### **3. SUBSCRIPTION AND SUPPORT REQUIREMENTS:**

#### **3.1 General Requirements:**

- 3.1.1 The contractor's PbK Prosecuting Attorney Case Management System ("system") must meet or exceed the specifications contained in this SFS and the system documentation provided by the contractor. The system must include all functionality, features, and modules currently in use by Missouri Prosecuting Attorney Offices.
- 3.1.2 The Missouri Office of Prosecution Services (MOPS) shall be the primary point of contact for the contract. The contractor must obtain written approval from MOPS prior to providing any service that includes transmitting of case management system data (e.g. hosting, e-discovery, e-subpoena, etc.) for any contract user. Email shall be considered acceptable as evidence of written approval.
- 3.1.3 The Missouri Attorney General's Office (AGO) shall be an authorized user of the contract and shall not be required to obtain MOPS approval to utilize any products or services included in the contract.
- 3.1.4 The contractor shall provide all products and/or services on an as needed, if needed basis.
- 3.1.5 The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract.
- 3.1.6 All portions, interfaces, components, and modules of the system solution must integrate and operate with each other in accordance with the requirements described herein.
- 3.1.7 The contractor must provide technical support services in accordance with its current Support Policies which are included as Attachment 1 to this contract.
- 3.1.8 The contractor must provide a toll-free help desk telephone service that is available 15 hours per day (7:00 a.m. through 10:00 p.m. Central Time), five days a week (Monday through Friday).
- 3.1.9 The contractor must provide 24 hours per day, 7 days per week electronic support. Electronic support includes the ability to report problems to the vendor on-line, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically.
- 3.1.10 The contractor should send prior notices via email to end users notifying them of any scheduled downtime of the on-line system.
- 3.1.11 **Installation:** In the event of new installations, the contractor must fully install and setup the case management system and all components necessary to fulfill the requirements stated herein for new locations including but not limited to interfaces and exchanges.
  - a. In the event a new interface or exchange is requested by MOPS, MOPS will pay for setup via the PAQ process identified in Section 4 of this contract. However, maintenance/support fees shall not be charged by Karpel for interfaces and exchanges.

#### **3.2 System Version Control:**

- 3.2.1 The contractor must coordinate timing for version upgrades/updates with MOPS. MOPS shall have the right to determine when version upgrades are released for use by prosecuting offices.

### 3.3 Maintenance and Support Requirements:

- 3.3.1 The contractor shall provide full support as defined herein for a minimum of one version back from the current version. In addition, Karpel shall provide telephone support and assistance with using the system for the current version plus two previous versions. Phone support will continue for the third previous version.
- 3.3.2 The contractor must provide maintenance (e.g. upgrades, enhancements, Missouri charge code update, new releases) and technical support for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.
- a. The contractor shall understand and agree that the state shall have the ability to request additional maintenance programming services concerning current interfaces in place from the contractor in event such is necessary as a result of law changes or other circumstances that require changes to the case management system at no additional charge. Such services beyond maintenance may be billable based upon the fees specified in Exhibit A, Pricing Pages.
  - b. Accepted enhancements will be considered part of the maintenance contract and not be billable.
- 3.3.3 Maintenance services must include, at a minimum, the detection and correction of software errors according to the specifications described herein and in the contractor's documentation of the software and the implementation of all program changes, updates, upgrades, and installation of additional programs provided under this contract. The contractor agrees to respond to the user's inquiries regarding the use and functionality of the solution as issues are encountered by system users.
- 3.3.4 The contractor shall agree and understand that the State of Missouri, Missouri Office of Prosecution Services reserves the right to cancel maintenance on any or all of the item(s) with thirty (30) days prior written notice to the contractor.
- 3.3.5 The contractor must provide technical support Monday through Friday, at a minimum of fifteen (15) hours a day, excluding state holidays. Technical support services be available between the hours of 7:00 a.m. through 10:00 p.m. Central Time.
- 3.3.6 The contractor must provide a toll free telephone number for support.
- 3.3.7 The contractor shall provide electronic support. Electronic support shall include the ability to report problems to the vendor on-line, the ability to browse a database containing problems, technical questions, and the ability to fix problems electronically.
- 3.3.8 The contractor shall be responsive and timely to maintenance/technical support calls/inquiries made by the customer/agency. Contract users experiencing problems shall contact Karpel and by mutual agreement determine and assign levels of severity for the issue/support problems. In the event the parties are unable to reach an agreement, MOPS shall be consulted and MOPS shall make the determination regarding the appropriate severity level for the situation.
- a. Depending upon the severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:
    - 1) Severity Level 1 shall be defined as urgent situations, when the customer's production system is down and the customer is unable to use the Licensed Program, the contractor's technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, the contractor shall return the customer's call within one (1) business hour. The contractor shall resolve Severity Level 1 problems as quickly

as possible, which on average shall not exceed two (2) business days, unless otherwise authorized in writing by the state.

- 2) Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. The Licensed Program may operate but is severely restricted (i.e. a frequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, the contractor shall return the customer's call within two (2) business hours. The contractor shall resolve Severity Level 2 problems as quickly as possible, which on average shall not exceed three (3) business days, unless otherwise authorized in writing by the state.
- 3) Severity Level 3 shall be defined as a minor problem that exists with the Licensed Program but the majority of the functions are still usable and some circumvention may be required to provide service. The contractor's technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, the contractor shall return the customer's call on average with in three (3) business hours. The contractor shall resolve Severity Level 3 problems as quickly as possible, which on average shall not exceed ten (10) business days, unless otherwise authorized in writing by the state.
- 4) General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, the contractor's technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within five (5) business hours.

3.3.9 The State of Missouri understands that maintenance and/or technical support fees may be required monthly in order to receive software updates (which include enhancements, corrections, modifications, additions, charge code updates, and future versions of the licensed product) and/or technical support. However, maintenance support periods shall be optional and may be purchased at the firm, fixed maintenance support services pricing stated in Exhibit A at the discretion of MOPS. So long as the agency is current with maintenance payments, the contractor must provide updated versions of their system and/or software as they become available during the terms of the contract. However, it remains the sole option of the state to purchase maintenance or to decline this service. If the state chooses to discontinue maintenance, all perpetually licensed software would continue to be legally licensed for use.

#### 3.4 Charge Code Requirements:

3.4.1 The case management system must continue to have a separate but integrated data table for the Missouri Approved Charges - Criminal, (MACH-CR) language. The MACH-CR table must be separate from any other table of the system to allow easy updates. The MACH-CR is approved charging language provided by the Missouri Supreme Court Publications. It is published every year. Each charge code shall include its own phrasing language (MACH-CR). NOTE: the MACH-CR language is a separate set of charging language from the Missouri Charge Codes. The difference being that MACH-CR is charging language provided by the Missouri Supreme Court Publications and Missouri Charge Codes is established by the Missouri State Highway Patrol, Criminal Records Identification Division. Changes to the MACH-CR table set of charging language is done frequently, sometimes on a monthly or even daily basis, which requires the need for a case management system that has a user-friendly way to update this charging language table.

- a. The system's MACH-CR module must be capable of being maintained and easily updated by the system user preferably by importing updated or new language directly from the end-user's purchased CD. The system must be designed in such a fashion that such user table updates are easily performed by users with limited computer knowledge and experience. Contractor will provide an on-line repository for new language.

- b. The import into the system must allow the user to save the language to all charges under the statute and the option to save to individual charge codes.
- c. The system's Charge Codes that do not have MACH-CR language must be customizable by the user.
- d. The system must merge the MACH-CR charging language into charging documents.

3.4.2 The case management system must have a charging functionality that will accommodate an eight (8) digit charge code (5 digit charge code plus the 2 digit federal NCIC and 1 digit State modifier) as required by the Missouri State Highway Patrol, Criminal Records Identification Division. On January 1st, 2016 this format will be expanded up to a possibility of twenty-four (24) digits (18-20 digit charge code plus the 2 digit federal NCIC and 1 digit state modifier) pursuant to a valid order of the State Judicial Records Committee. The charging functionality of the system must include but not be limited by the following requirements:

- a. The charging function must be structured in that a charge can be located by the charge code number, statute number, or by long description. Each statute must have multiple options for specific charge codes that must be presented or available for selection by a drop down list;
- b. The charging function must have separate areas for Arrest Charge, Filed Charge, and Amended (or Plea) Charge. The Arrest Charge count must be separate from the Filed Charge count because not all arrest charges are filed;
- c. The charging function must have the Arrest Charge copied to the Filed Charge instead of re-selected as determined by the user;
- d. The charging function must have the ability to see the history of charges of a defendant;
- e. The charging function must have the ability for the authorized user to easily update charging/code sections/language of the charging table; and
- f. Each charge must have an enactment date and repeal date field. If a repealed charge is selected, the system must give the user the option to proceed with selecting the charge.

3.4.3 Missouri Charge Code Update: The contractor must provide a mechanism to update the Missouri Charge Code tables within the system via Internet connection. The charge code update must be verified and provided to MOPS for approval with 10 business days of receipt. The contractor must provide this update services as needed multiple times in a calendar year.

- a. Karpel must update the charge code tables within 48 hours after receipt of new or modified codes that have been fully approved from MOPS.

3.4.4 In addition to the update mechanism provided by Karpel, the system must allow prosecuting attorney offices to view and update Charge Codes immediately when necessary, without assistance from Karpel.

3.4.5 The system must use demographic codes (ex. Eye color, hair color, race, and other personal information) as approved by the State Judicial Records Committee. The State Judicial Records Committee may add or change codes on a quarterly basis. MOPS will provide any new or modified codes to Karpel within 5 days after receipt from the State Judicial Records Committee.

- a. Karpel must update the demographic codes within 5 business days after receipt of new or modified codes from MOPS.
- b. The demographic code fields must be locked and users shall be unable to add or change them.

3.5 **Interface Requirements:**

- 3.5.1 The case management system must have the ability to extract initial court filing data and transfer the data to Missouri circuit courts. The data exchange must be compliant with Office of State Court's Administrator (OSCA) IEPD Web service that can be accessed or downloaded from the following website: <http://www.courts.mo.gov/exchanges>. Contractor must have 90 days notification prior to new releases to allow sufficient time to address potential required modifications.
- 3.5.2 Other sites related to interface requirements include:
- a. Publicly accessible home for all web service exchanges:  
<http://www.courts.mo.gov/exchanges>
  - b. For MoCDex new PA Transfer in pilot:  
The web site: <http://www.courts.mo.gov/exchanges/display/MOJXCDEX/>  
The IEPD on that site:  
  
[http://www.courts.mo.gov/exchanges/download/attachments/21987363/MoCDEXV1.0\\_IEPD.zip?version=1&modificationDate=1397850245000&api=v2](http://www.courts.mo.gov/exchanges/download/attachments/21987363/MoCDEXV1.0_IEPD.zip?version=1&modificationDate=1397850245000&api=v2)
  - c. For CIF old PA Transfer:  
The web site: <http://www.courts.mo.gov/exchanges/display/MOJXCIF/>  
The IEPD on that site:  
  
[http://www.courts.mo.gov/exchanges/download/attachments/16515169/CriminalInitialFiling\\_IEPD.zip?version=1&modificationDate=1222802905000&api=v2](http://www.courts.mo.gov/exchanges/download/attachments/16515169/CriminalInitialFiling_IEPD.zip?version=1&modificationDate=1222802905000&api=v2)
- 3.5.3 The case management system must have the ability to receive arrest data from local law enforcement's legacy systems. All existing interfaces for this requirement must be maintained by the contractor as currently operating. The contractor must work with MOPS, local prosecutors, and law enforcement to ensure any necessary changes or updates are accomplished to ensure proper ongoing functionality for all existing interfaces.
- 3.5.4 The contractor must maintain all existing interfaces between Karpel's system, including but not limited to; OSCA for e-filing and MSHP for Criminal History reporting, as the interfaces are currently operating. The contractor must work with MOPS, local prosecutors, and law enforcement to ensure any necessary changes or updates are accomplished to ensure proper ongoing functionality for all existing interfaces.
- 3.5.5 The contractor must have a working knowledge or be familiar with the Global Reference Architecture GRA and National Information Exchange Model (NIEM) defined by the Department of Justice, Office of Justice Programs.
- 3.5.6 In the event new interfaces are required, pricing for establishing such interfaces shall be developed via the Project Assessment Quotation (PAQ) process identified in Section 5 of this contract.
- 3.5.7 The case management system must generate merged documents utilizing all fields available in the database. The document generation functionality of the system must include, but not be limited to the following requirements:
- a. The system's merged documents must be saved with the case;
  - b. The system's merging function must work with Microsoft Word;
  - c. The system must have the ability to merge a document to multiple cases at the same time;
  - d. The system must have the ability to merge multiple charge counts into one single document;

- e. The merging functionality of the case management system must allow users, with minimum technical expertise, the ability to create their own merging documents easily and with minimal instructions; and

### **3.6 Hosting Requirements:**

- 3.6.1 Upon receipt of a purchase order from an authorized user of the contract that is not a state agency and written approval from MOPS, the contractor shall provide hosting services in accordance with the hosting policies identified in Attachment 2 – Hosting Policies.
  - a. Karpel shall not provide hosting services for users in state agencies other than the Missouri Office of the Attorney General unless a formal contract amendment is approved by the Division of Purchasing and Materials Management specifically for such location(s).
- 3.6.2 Hosting services shall be provided at the firm, fixed price per user per month stated in Exhibit A – Pricing Pages. The contractor shall invoice on an annual basis for hosting services provided to authorized contract users. The contractor shall send invoices to the office that is utilizing the services.
  - a. MOPS shall not be responsible for payment for Hosting Services acquired by authorized contract users.
- 3.6.3 All data hosted using Karpel hosting services allowed by SFS B2Z15036 must be stored on servers located within the continental United States.
- 3.6.4 In the event an authorized user contract user migrates from the client server based solution to Karpel's hosted solution, the authorized contract user will pay Karpel Solutions the one-time service fee stated in Exhibit A – Pricing Page for all services necessary to complete the migration.

### **3.7 Training Requirements:**

- 3.7.1 On-site Training: The contractor must provide all training required for successful operation of the case management system and components therein, including manuals for staff designated for training. The agency will determine when training is sufficient for successful operations. If the initial training session is insufficient and the agency determines that additional training is needed, then the contractor shall be required to provide one (1) additional training at no additional cost to the agency. The agency shall provide written notification to the contractor within fifteen (15) days after initial training had been completed indicating whether additional training is needed. Failure of the agency to provide such notification the aforementioned timeframe shall void the agency's ability to claim such additional training at no cost. Training must include hands-on and instructor led delivery. Training may also include, but not be limited to media based instruction.
  - a. The contractor must provide a minimum of eight (8) hours of end user training for up to 10 system end users per session.
  - b. The contractor must provide a minimum of two (2) hours of system administration training for up to 5 system administrator users per session.
  - c. If there are system changes/upgrades/enhancements/new releases to the software that require additional training, or at the request of the agency, the contractor shall provide the additional training needed for the successful operation of the software. Updated manuals/user-guides shall be provided to the agency staff at no charge.

## **4. PROJECT ASSESSMENT QUOTATIONS (PAQ):**



- 4.1 The contractor shall understand and agree that the state shall have the ability to request additional programming services from the contractor in event such is necessary as a result of law changes or other circumstances that require changes to the agency's application.

Upon request by the state, such additional services shall utilize the PAQ process as a means to (1) identify the specific tasks to be performed and (2) mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the state's designated project manager as outlined below.

- 4.2 The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

a. **STEP 1: PAQ REQUEST**

The state agency's designated Project Manager will present a written request for each PAQ to the contractor, in a standard format. The state agency's request must explain the scope of the project and the tasks the state agency desires the contractor to perform, including applicable business and technical specifications. In addition, the state agency shall specify the evaluation criteria that shall be utilized to determine the PAQ award. The state agency's PAQ Request should include the following information:

**Introduction/Overview:** Brief description of the project. Information provided to acquaint the reader with the planned acquisition. In addition, the following information shall be provided:

- state agency name/address
- state agency designated Project Manager name, email, and phone number
- brief title of specific PAQ project
- PAQ issue date
- PAQ Response Due Date

**Background:** a description of how the project came to be, a description of why the project is being pursued, and how it relates to other projects. Summarization of any statutory authority or regulations affecting the overall requirement; and identify any background materials attached to the PAQ. Also to be provided is any information pertaining to the state agency's business environment such as identification of hours of operation, as well as, the state agency's technical environment specific to the PAQ project which describes the technological infrastructure, systems, and programs operant within the organization.

**Objectives:** Specific objectives that the PAQ project will achieve. This section should provide a concise overview of the contract effort goals and objectives; and how the results or end products will be used.

**Requirements/Tasks:** listing of specifications/performance requirements, standards, locations, tasks, deliverables, schedule, and assumptions. This section defines the tasks that the contractor must complete for the PAQ project. This section should provide a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks must be clearly stated and must be quantifiable.

**Deliverables:** This section should clearly state what the contractor must deliver. If different tasks have different delivery requirements, they must be clearly identified along with times within which the contractor must deliver. A description of the acceptance criteria as well as what documentation the contractor must obtain from the state agency to verify the state agency's receipt and approval of the deliverable work product.

**Government Furnished Property:** This section should identify any government-furnished property provided to the contractor such as equipment, on-site work space, software tools, remote access, or specific data/information.

**Security Requirements:** This section should identify any unique security requirements associated with PAQ performance (when applicable). These requirements may include, but are not limited to, such items as: Special pass or identification requirements; Special security clearance requirements; or special escort requirements.

**Place of Performance:** This section should identify where the contractor's staff will be performing their work (on-site at the state agency's facility(ies), off-site at the contractor's facility(ies), combination thereof, etc).

b. **STEP 2: PAQ RESPONSE**

The contractor must respond (within a prescribed number of days as stated within the PAQ Request by the state agency) to each such PAQ request from the state agency's designated Project Manager with a PAQ Response which provides a statement of firm, fixed cost for the project, and technical/service solution to fulfill the PAQ Request. The contractor's PAQ Response should include at a minimum the following:

**Project Overview:** Statement of the contractor's understanding of the PAQ project and the business/technical needs of the project.

**Resources:** A description of the contractor's resources that shall be provided to fulfill the PAQ project to include but not limited to: human resources to be provided, facility/equipment/supply resources, etc. a description of the minimum qualifications for an individual with a human resource job classification category (i.e., database architect, programmer, etc) outlining the skills, experience and knowledge/education of the staff being offered for the PAQ project.

**Approach/Methodology:** A description of how the contractor will specifically go about completion of the work for the PAQ project. This description should include:

- Project Management Plan, project tracking and reporting the progress of the project, etc.
- A Work Breakdown Structure (WBS) to include a listing of the state agency's responsibilities,
- Functional definition of requirements that outlines how the services and/or features shall operate, look, and complete tasks for each PAQ requirement, specification, task. This description should describe how the requirements/specifications will be fulfilled by the proposed service offerings and to what degree the requirements are met and/or exceeded. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied by the contractor's solution for the PAQ project.
- Change Control Plan,
- Issue Tracking Plan,
- Assumptions, and
- Quality Assurance (QA) Plan: A description should be included of the contractor's QA process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track and expectations are met or exceeded. The QA process is expected to be proactive to ensure not only that the schedule is met, but also that product and service quality is maintained.

**Cost Response:** Firm, fixed price(s) *per deliverable* to fulfill the PAQ Project. All travel-related expenses must be included within the firm, fixed deliverable price. No separate or additional reimbursement shall be made for travel related expenses.

- i. The contractor shall agree and understand the firm, fixed price stated in the awarded PAQ Response shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. In other words, if the contractor underestimates the

level of effort in terms of personnel resources, the contractor shall not charge the state more than the total firm, fixed price for all deliverables unless the state later amends the PAQ to increase the scope of work. If the scope of work does not increase, the contractor shall complete all work agreed upon in the awarded PAQ at the firm, fixed total price stated in the PAQ Response. The contractor shall understand and agree federally funded projects may require added levels of PAQ cost response detail such as delineation of hourly rates and the number of hours used to derive the firm, fixed PAQ project cost(s).

- ii. Unless stated in the PAQ Response, the state shall assume absolutely no other costs exist to satisfy the PAQ's requirements. Therefore, the awarded PAQ contractor shall be responsible for any additional costs.
  - iii. PAQ pricing shall be based on specific deliverable components of the project and shall not be based on monthly billing. If the contractor fails to deliver all the functionality/features specified in the PAQ for a given deliverable then payment for the deliverable shall be withheld until all functionality/features of that deliverable have indeed been provided to and accepted by the state agency. Payment shall not be made in advance for any deliverable; all payments shall be made in arrears (i.e., upon delivery and acceptance of a deliverable).
- c. **STEP 3: APPROVAL AND AWARD OF PAQ**  
The awarded contractor and the state agency's designated Project Manager must indicate mutual acceptance of the PAQ project by signing and dating the PAQ Response document. The state agency's designated Project Manager (1) must retain one signed copy; (2) must forward a copy of the awarded PAQ to the Division of Purchasing and Materials Management for inclusion in the contract file; and (3) must send one copy of the signed and awarded PAQ to the contractor.
- d. **STEP 4: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**  
An approved awarded PAQ alone does not constitute an authorization to proceed with project work. In accordance with SFS Section 2.1, **before providing work on any project, the contractor must receive a properly authorized Purchase Order** except the state agency may authorize an obligation of less than \$3,000.00 pursuant to the terms of the contract without the official encumbrance of funds (i.e. without the issuance of a properly authorized Purchase Order). Project work shall include the contractor's completion of the tasks identified in the awarded PAQ.
- e. **STEP 5: FORMAL ACCEPTANCE**  
Upon the completion of all project work of a given PAQ, the contractor must notify the state agency's designated Project Manager in writing and shall submit an invoice in accordance with the PAQ deliverable compensation requirements as described in the awarded PAQ document. The state agency's designated Project Manager shall review, approve, and formally accept or reject the components of the PAQ project work in accordance with the turnaround time / WBS outlined in the PAQ. Once the PAQ project work has been formally accepted by the state agency, the contractor shall deliver the source code materials (if applicable) pertaining to the PAQ project work to the state agency within five (5) business days.
- f. **STEP 6: COST RECOVERY FOR CONTRACTOR**  
Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the state agency's designated Project Manager in accordance with the deliverables for compensation outlined in the PAQ.
- g. **GENERAL REQUIREMENTS**
- 1) The contractor shall submit PAQ responses in a timely manner – typically 10 working days.

- 2) Prior to the PAQ response due date, it shall be the contractor's responsibility to ask questions, request changes or clarification, or otherwise advise the requesting state agency if any language, specifications or requirements of the PAQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the PAQ to a single source. Any and all communication from contractors regarding specifications, requirements, competitive PAQ process, etc., must be directed to the state agency contact listed on the PAQ request document.
- 3) The requesting state agency reserves the right to officially amend or cancel a PAQ after issuance. The state agency shall notify all contractors of any amendment or cancellation.
- 4) The state agency's designated Project Manager reserves the right to reject any contractor-submitted PAQ that is non-compliant with the PAQ's mandatory requirements.
- 5) The contractor shall not be paid for the preparation of the PAQ response.
- 6) A PAQ Request, PAQ Response, and the contractor's project work must be within the scope of the performance requirements identified in the contract, which the contractor was awarded and must not change any provision of the contract.
- 7) Any changes to the PAQ, after the state's acceptance of the PAQ, must be formalized in writing as an official revision to the awarded PAQ. The format of PAQ revisions shall be consistent with the format of the awarded PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Manager. No oral or informal (e.g. by e-mail) amendments, representations or agreements to modify the PAQ shall be enforceable.
- 8) The state agency's designated Project Manager shall have the right to terminate the PAQ at any time, for the convenience of the state agency, without penalty or recourse, by giving written notice to the contractor at least ten (10) business days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the state agency's designated Project Manager become the property of the State of Missouri. The contractor shall be entitled to receive compensation at contract agreed upon prices for that work completed and accepted by the State pursuant to the PAQ prior to the effective date of termination.
- 9) The duration of any PAQ must not exceed the effective contract period. However, if valid renewal options remain in the contract, the state agency may allow the PAQ to continue contingent upon the DPMM exercising the available renewal option.
- 10) Project Assessment Quotation Invoicing: The contractor shall submit an invoice to the state agency within thirty (30) calendar days after completion of and in accordance with the mutually agreed upon deliverables for compensation for the contractor's project work (as specified in applicable Project Assessment Quotation).
- 11) If the PAQ project is canceled by the state agency due to reasons not attributable to the fault of the contractor prior to completion of the project, all payment holdback amounts retained by the state agency for that particular PAQ project shall be returned to the contractor.

#### **4.3 Migration Between Client Server and Hosted Solutions:**

- 4.3.1 In the event an authorized user desires to migrate from the client server (on premise) Karpel solution to Karpel's hosted solution or from Karpel's hosted solution to the client server solution, authorized users of

the contract shall pay Karpel Solutions the one-time fee stated in Exhibit A – Price Page for all services necessary to migrate from one solution to the other.

#### 4.4 Software Escrow:

4.4.1 *The contractor is not required to provide the contractor's product source code directly to the state agency. However; in order to protect the state agency's investment, upon request of MOPS, the contractor must ensure that the original and modified source code shall be held for safe keeping by an independent third party.*

a. If requested by MOPS, escrow services shall be provided for the firm, fixed price per year stated in Exhibit A – Pricing Pages.

4.4.2 Upon request of MOPS, the contractor must place in escrow, with an escrow agent approved by the agency and pursuant to an escrow agreement, the form of which shall be approved by the Division of Purchasing and Materials Management, the computer source code for all system components provided by the contractor under the contract as described herein. The escrow agreement must not conflict with or change the terms, provisions, and conditions of the contract described herein.

a. Approved Escrow Agents shall be characterized by, but not be limited to, the following:

- 1) operate their own intellectual property media vault;
- 2) carry at a minimum 2 million dollars worth of Errors & Omissions insurance coverage;
- 3) have in-house legal advisors that aid in making solid decisions;
- 4) have strong backgrounds in administering deposit verification tests;
- 5) have consistent and verifiable standards in place, such as ISO registration; and
- 6) are a stable, longstanding organization, working with at least 3,000 clients worldwide.

4.4.3 If escrow services are requested by MOPS, the contractor shall place all updates, improvements, enhancements or modifications to the source code within sixty (60) working days upon their release. The escrow agreement must provide that the escrow agent shall notify the agency of the receipt of the initial deposit and all subsequent deposits to the escrow. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited. All references in the contract to the Deposit Materials shall include the initial Deposit Materials and any updates. Notwithstanding the foregoing, should any update not be required to the Deposit Materials, then contractor shall, every six months, send a letter to the Licensee with a copy to the escrow agent stating that such update is not applicable, required or necessary.

a. For a successful deposit, the deposited materials must include in the each escrow deposit:

- 1) One copy of the source code for current version of the licensed software on DVD and electronic, in the original programming code language;
- 2) All manuals necessary for operation (i.e. installation, operator, user);
- 3) Maintenance tools (test programs, program specification);
- 4) Proprietary or third party system utilities (compiler & assembler descriptions);
- 5) Descriptions of the system/program generation;
- 6) Necessary non-licensor proprietary software or a listing of such software if licensor rights do not allow deposit in escrow;

- 7) All non-normative hardware or software required for proper usage and specification of where such items may be obtained;
- 8) Menu and support programs and subroutine libraries in source and object form;
- 9) Compilation and execution procedures in human and machine readable form (may be supplemented with a video explanation by programming personnel);
- 10) Names and home addresses of key technical employees of the developer. These employees may be later contracted by the licensee to assist in the usage of the deposit;
- 11) A list of any encryption keys or passwords used in the escrow deposit; and
- 12) All other necessary and available information that would assist the licensee in the reconstruction, maintenance or enhancement of the licensed material.

4.4.4 Failure to deposit any or all of the source code with the escrow agent, including all updates, improvements, enhancements, and modifications, or to fully comply with all requirements defined herein, shall be considered a material breach of the contract.

4.4.5 Instances in which the source code would be removed from escrow and given to the state agency include but are not limited to the following:

- a. Contractor's uncured material breach of contract, which results in the immediate termination of contract. The contractor's failure to carry out obligations imposed on it pursuant to the contract agreement;
- b. Abandonment of product support by contractor, contractor's agent, and/or firm to which the source code was sold. The contractor's failure to support the product as required by the contract;
- c. Contractor's dissolution;
- d. Contractor's bankruptcy or insolvency and the creditor in receivership of the assets in escrow states that he/she is not able or willing to provide support to the State of Missouri. The contractor's failure to continue to do business in the ordinary course; and/or
- e. Joint written instructions from contractor and Licensee.

4.4.6 At the agency's request during the entire contract life, the agency shall have the right to conduct a total of three (3) random audits of the deposit to ensure accuracy and correctness of the deposit. The agency shall give the contractor and the escrow agent a fifteen (15) day written notice of any planned audit, in which the escrow agent shall be required to release the deposit to authorized agency personnel. An audit shall be conducted on the agency's operation system in order to verify the accuracy and correctness of the deposit. After the receipt and installation of the deposit, the audit and the return of the deposit shall not exceed forty-five (45) working days. The escrow agent shall notify the agency and the contractor of the receipt of returned deposit after an audit has been conducted.

#### 4.5 **Liquidated Damages:**

4.5.1 The contractor shall agree and understand that the maintenance technical support response times (see SFS Section 3.3.8) are considered critical to the efficient operations of Missouri Prosecuting Attorneys. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- 4.5.2 **Technical Response Times:** The contractor acknowledges and agrees that it shall be subject to damages in the amount of \$100.00 per business hour (8:00 a.m. through 5:00 p.m. central time excluding weekends and holidays) for each reported Severity Level 1 and Severity Level 2 system problem(s) that is not responded to and resolved in accordance with the response times specified in **Section 4.4.11 subsection 1 and 2**. The liquidated damage assessed for Technical Response Times shall not exceed \$2,500.00 per reported system problem incident. Excepting therefrom shall be any delays caused by Force Majeure events as defined herein, written documentation of delays caused by the agency, or if delays are agreed to in writing by the agency. Such delays, if any, shall extend the response time(s) on an hour-for-hour basis, unless otherwise specified by the agency.
- 4.5.3 **County Prosecuting Office System Out of Service:** The contractor acknowledges and agrees that it shall be subject to damages in the amount of \$100.00 per business hour (8:00 a.m. through 5:00 p.m. central time excluding weekends and holidays) for each instance a County Prosecuting Office system is out of service for a Severity Level 2 or higher. The liquidated damages assessed for charge codes not being updated in the timeframe required by the contract shall not exceed \$2,500.00 per incident. Excepting therefrom shall be any delays caused by Force Majeure events as defined herein, written documentation of delays caused by the agency, or if delays are agreed to in writing by the agency. Such delays, if any, shall extend the response time(s) on an hour-for-hour basis, unless otherwise specified by the agency.
- 4.5.4 **Interface Out of Service:** The contractor acknowledges and agrees that it shall be subject to damages in the amount of \$100.00 per business hour (8:00 a.m. through 5:00 p.m. central time excluding weekends and holidays) for each interface that is out of service. The liquidated damage assessed for interfaces out of service shall not exceed \$2,500.00 per reported system problem incident. Excepting therefrom shall be any delays caused by Force Majeure events as defined herein, written documentation of delays caused by the agency, or if delays are agreed to in writing by the agency. Such delays, if any, shall extend the response time(s) on an hour-for-hour basis, unless otherwise specified by the agency. Time starts after notification to the contractor by OSCA, MOPS, or the County.
- 4.5.5 **Charge Codes:** The contractor acknowledges and agrees that it shall be subject to damages in the amount of \$100.00 per calendar day for each day after the 72 hour period after MOPS provides approved updated charge codes to Karpel and the updated charge codes are not available to system users. The liquidated damages assessed for charge codes not being updated in the timeframe required by the contract shall not exceed \$2,500.00 per incident. Excepting therefrom shall be any delays caused by Force Majeure events as defined herein, written documentation of delays caused by the agency, or if delays are agreed to in writing by the agency. Such delays, if any, shall extend the response time(s) on an hour-for-hour basis, unless otherwise specified by the agency.
- 4.5.6 The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- 4.5.7 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 4.5.8 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MOPS and the Division of Purchasing and Materials Management and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- 4.6 **Accessibility Requirements:**
- 4.6.1 The contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
- 4.7 **Other Requirements:**

4.7.1 **Single Point of Contact:** The contractor must function as the single point of contact for the state agency, regardless of any subcontract arrangements for all products and services.



**EXHIBIT A  
PRICING PAGES**

**FOR THE PERIOD JANUARY 1, 2015 THROUGH DECEMBER 31, 2015**

**A.1 REQUIRED PRICING**

<b>PRICING TABLE</b>		
<b>Description</b>	<b>Unit of Measure</b>	<b>Firm, Fixed Unit Price</b>
Maintenance/Support Fee for users for all modules and interfaces. MOPS shall pay for maintenance/support for 898 licenses for calendar year 2015. The maintenance support license count for each subsequent calendar year shall be mutually agreed to by Karpel and MOPS and memorialized via a formal contract amendment prepared by the DPMM.	Per User, Per Month	\$37.50
Additional End User License for the Case Management Software including all modules and associated interfaces	Each License	\$1,850.00
Hosting services (state agencies must receive approval of ITSD prior to using hosting services)	Per User, Per Month	\$5.00
Software installation and configuration per workstation, including travel expenses. Travel expenses shall not be billed separately.	Per Workstation Rate	\$150.00
Database installation and configuration, including travel expenses. Travel expenses shall not be billed separately.	Per Server Rate	\$1,000.00
On-site Software end user training (minimum 8 hours for up to 10 end users) with travel expenses included. Travel expenses shall not be billed separately.	Per Session	\$1,200.00
On-site software system administrator training (minimum 2 hours for up to 5 users) with travel expenses included. Travel expenses shall not be billed separately.	Per Session	\$300.00
PAQ Services pursuant to Contract Section 4 with travel expenses included in the hourly rate.	Per Hour	\$150.00
Server Client Access License fee (for MS SQL Databases)	Each Client	\$125.00
Onsite Services to install SQL or other software on a client owned server or computer. If installation is remote, there shall be no charge for this installation.	Per hour	\$100.00
Software Escrow Services pursuant to RFP Section 4.3	Per Year	\$1,000.00
Service fee for return of authorized user's content, database, documents, and confidential information hosted by Karpel.	Per County	\$1,000.00
Service fee for migration from PbK client server licensed software to Karpel hosted solution per County.	Total	\$1,000.00

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

**BUSINESS ENTITY CERTIFICATION:**

**The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

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

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

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (CONTRACTOR NAME) is awarded a contract for the services requested herein under Contract Number C214\_\_001 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Office of the Secretary of State with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

EXHIBIT C, continued

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

Liz Karpel

Authorized Business Entity Representative's Name (Please Print)

*Liz Karpel*  
Authorized Business Entity Representative's Signature

Karpel Computer Systems, Inc.  
Business Entity Name

March 4, 2015  
Date

lkarpel@karpel.com  
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

# E-Verify



Company ID Number: 559529

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 **Karpel Computer Systems, Inc.**

**Elizabeth Karpel**

Name (Please Type or Print)

Title

**Electronically Signed**

Signature

**05/21/2012**

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

Signature

**05/21/2012**

Date

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: **Karpel Computer Systems, Inc.**

Company Facility Address: **5714 S Lindbergh Blvd. Ste. 200**

**Saint Louis, MO 63123**

Company Alternate  
Address:

County or Parish: **SAINT LOUIS**

Employer Identification  
Number: **431619763**

Company ID Number: 559529

North American Industry  
Classification Systems

Code: 519

Administrator:

Number of Employees: 20 to 99

Number of Sites Verified  
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

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

Name:	Elizabeth A Karpel	Fax Number:	(314) 892 - 8035
Telephone Number:	(314) 892 - 6300 ext. 121		
E-mail Address:	lkarpel@karpel.com		

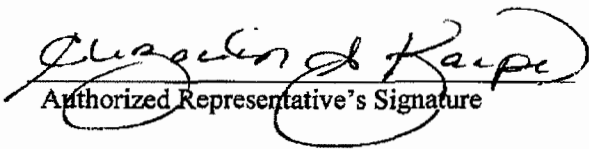
**EXHIBIT C, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

  
Authorized Representative's Signature

Liz Karpel  
Printed Name

CFO  
Title

4/13/15  
Date

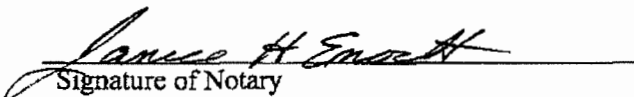
lkarpel@karpel.com  
E-Mail Address

559529  
E-Verify Company ID Number

Subscribed and sworn to before me this 13 of APRIL 2015. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of JEFFERSON Co., State of  
(NAME OF COUNTY)

Missouri, and my commission expires on 2/13/2018.  
(NAME OF STATE) (DATE)

  
Signature of Notary

4/13/15  
Date

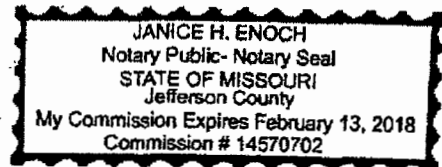


EXHIBIT C, continued

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

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

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

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

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted: DHS; Boone County  
(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

Liz Karpel  
Authorized Business Entity Representative's Name (Please Print)

*Liz Karpel*  
Authorized Business Entity Representative's Signature

559529  
E-Verify MOU Company ID Number

lkarpel@karpel.com  
E-Mail Address

Karpel Computer Systems, Inc.  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT D  
MISCELLANEOUS INFORMATION/REQUIREMENTS**

**C.1 Executive Order 04-09: Products and/or Services Provided Outside United States**

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

Are any of the offeror's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp</a> )	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If YES, mark the appropriate exemption below, and provide the requested details: <input type="checkbox"/> a. Unique good or service. • EXPLAIN: _____ <input type="checkbox"/> b. Foreign firm hired to market Missouri services/products to a foreign country. • Identify foreign country: _____ <input type="checkbox"/> c. Economic cost factor exists • EXPLAIN: _____ <input type="checkbox"/> d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___% • Specify what contract work would be performed outside the United States: _____		

**C.2 Employee/Conflict of Interest**

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	N/A
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	N/A
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	___0%



**ATTACHMENT 1  
KARPEL SUPPORT POLICIES**

**1. SCOPE OF WORK**

The following Scope of Work and the requirements in SFS B2Z15036 represent the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described and in SFS B2Z15036. In the event of a conflict between the terms of Karpel's Support Policies and SFS B2Z15036, the terms of SFS B2Z15036 shall govern.

**2. GENERAL CLIENT RESPONSIBILITIES**

In order for new installations to be completed on time and on budget, Client shall provide at a minimum:

1. Access to client facilities, computers, servers, network infrastructure and software as deemed necessary by the Karpel Solutions project manager and approved by MOPS.
2. Access to systems and equipment as required by Karpel Solutions including:
  - a. Unlimited access to all PbK production servers, 24 hours a day, 7 days a week for overnight and weekend data conversions
  - b. PbK application access using Karpel Solutions laptops and clients network for training and application testing
  - c. Installation of the Karpel Solutions remote support tool on all desktops executing the PbK application upon written approval of MOPS. MOPS reserves the right to deny approval of installation of Karpel remote support tools on state owned computers.
3. Access to client data along existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into PbK.
4. An authorized contact person designated/approved by MOPS to assist in the definition of any project unknowns and authorized to approve the completion of each task.

Server installation includes application SQL database and configuration of SQL Server for PbK® and shall be performed by Karpel Solutions due to the complexity of the configuration. No hardware shall be acquired via this contract.

**3. ANNUAL SUPPORT**

**TECHNICAL SUPPORT FEES:**

Client understands that technical support fees will be required monthly, in order to receive software updates and technical support. The initial support period shall begin from the date of software installation as part of the initial licensing purchase. MOPS may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed monthly in accordance with Single Feasible Source (SFS) contract C215036001. The option to purchase annual support is solely at MOPS discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract.

**SUPPORT PROVIDED**

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

#### HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of fifteen (15) hours a day. Technical support services shall be available between the hours of 7:00 a.m. Central Time through 10:00 p.m. Central time, via a toll free telephone number provided.

#### INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users.

#### RESPONSE TIMES

**The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:**

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

#### 4. LICENSE TERMS AND USE

This software, PbK, is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and transferable sublicense to use PbK and any associated manuals and/or documentation furnished by Karpel Solutions in accordance with SFS C215036001. **These licenses are transferrable only between counties**

**that have PbK installed. Licenses may not be transferred to a County that does not have PbK installed and actively running.**

2. Client cannot distribute, rent, sublicense or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (40 hours per week), nor more than two (2) part-time employees or users, working no more than 40 hours per week together.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business or other situation defined in Section 4.3 in SFS C215036001. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes upon payment of the fee specified in the Exhibit A – Pricing Pages in SFS C215036001.
4. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software code shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

**MASTER TERMS AND CONDITIONS****KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"),  
MASTER TERMS AND CONDITIONS**GENERAL TERMS

1. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis.
2. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.

LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION

1. **LIMITED WARRANTY.** Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants PbK shall perform in accordance with Karpel product documentation. No representations or warranties as to the use, functionality or operation of PbK are made by Karpel Solutions other than as expressly stated in this Agreement.
2. **INTERNET AND NETWORK.** Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. **PASSWORD PROTECTION.** Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the PbK. Only licensed users may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for unauthorized access due to failure of authorized users to protect login and password information to PbK and data or information contained therein.
4. **SYSTEM REQUIREMENTS.** Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.

5. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis. In the event third party software provided by Karpel fails to operate properly, Karpel shall make changes necessary to allow full functionality of PbK by authorized contract users.
6. **DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF PBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF PBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.**

#### Karpel Solutions Employees

1. Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

Karpel Solutions agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a MOPS employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

#### CONFIDENTIALITY

1. **CONFIDENTIALITY.** Neither party shall disclose or use any proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the PbK may be confidential personally identifiable information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Karpel Solutions shall have no liability for disclosure of personally identifiable information caused by Client's own negligence or misconduct.
3. **DISCLOSURE REQUIRED BY LAW.** In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party prompt written notice of such requirement.
4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.

**MARKETING**

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Advertising campaign(s) including any user of the contract must be approved by MOPS prior to issue.
2. Provided Karpel Solutions does not violate the provisions of the foregoing section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

**MISCELLANEOUS**

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect.

## ATTACHMENT 2

### KARPEL HOSTING POLICIES AGREEMENT FOR PROSECUTORbyKarpel HOSTING

Upon receipt of approval from MOPS and a request for hosting services from an authorized contract user, Karpel Solutions agrees to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as PROSECUTORbyKarpel® that has been licensed to Client.

#### 1. DEFINITIONS

- a. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- b. "Enhancements" means any specific configurations or customizations to the Software, which Client may request with written approval of MOPS and Karpel Solutions agrees in writing to provide.
- c. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- d. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, and any other intellectual property rights.
- e. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- f. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
- g. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel.
- h. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet based hosting of the Client's licensed copy of PbK through the Website.
- i. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- j. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- k. "Website" means the content and functionality currently located at the domain [www.hostedbykarpel.com](http://www.hostedbykarpel.com) on the internet, or any successor or related domain that provides access to the Software and Service

#### 2. SERVICE LEVEL COMMITMENT

- a. UPTIME. Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.

- b. **SCHEDULED MAINTENANCE.** Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. **DATA RETENTION AND BACKUPS.** As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backups both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Karpel Solutions shall make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. **AUDITS AND SECURITY.** Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. **DATA TRANSMISSION.** Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.
- f. **DATA LOCATION.** Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility within the continental United States.

### 3. CUSTOMER OBLIGATIONS

- a. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only licensed users may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website due to failure of authorized users to protect login and password information.
- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or



if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

#### 4. CONFIDENTIALITY

**CONFIDENTIALITY.** Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party. Information shall only be considered confidential when the information may be maintained as a closed record pursuant to 610.021 RSMo.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party prompt written notice of such requirement.

#### 5. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. **KARPEL SOLUTIONS OWNERSHIP.** Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. **CLIENT OWNERSHIP.** Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

#### 6. WARRANTY

- a. **LIMITED WARRANTY.** Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined herein. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions warrants its services shall be provided in accordance with Karpel documentation for the services.
- b. **INTERNET.** Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's

access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.

- c. **SYSTEM REQUIREMENTS.** Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions identified herein.
- d. **WARRANT LIMITATION.** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
- e. **DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.**

## **7. LIMITATION OF LIABILITY**

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA CAUSED BY USERS OF THE SYSTEM, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

## **8. INDEMNIFICATION**

- a. **KARPEL SOLUTIONS' INDEMNIFICATION.** Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in

advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months.

- b. NOTIFICATION. The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnified party provides all reasonable information and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

## 9. TERMINATION

- a. RIGHTS AFTER EXPIRATION OR TERMINATION. Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

## 10. MARKETING

Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Karpel Solutions may use any non-Confidential Information, such as aggregate statistical information as part of Karpel Solutions overall statistics for marketing or promotional efforts.

## 11. GENERAL PROVISIONS

- a. MODIFICATION AND WAIVER; SEVERABILITY. Any modifications of this Agreement must be in writing and addressed via a formal contract amendment prepared by the Division of Purchasing and Materials Management. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.
- b. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.

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

**TERMS AND CONDITIONS**

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

**1. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

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

**3. DELIVERY**

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

**4. INSPECTION AND ACCEPTANCE**

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

**5. CONFLICT OF INTEREST**

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

**6. WARRANTY**

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

**7. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## 8. CANCELLATION OF CONTRACT

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

## 9. BANKRUPTCY OR INSOLVENCY

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

## 10. INVENTIONS, PATENTS AND COPYRIGHTS

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

## 11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## 12. AMERICANS WITH DISABILITIES ACT

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

## 13. FILING AND PAYMENT OF TAXES

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

## 14. COMMUNICATIONS AND NOTICES

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

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

5th

day of July

20 16


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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the County Clerk to reclassify budget amounts to cover the cost of converting the Electronic Pollbook system to a custom version for use with iPads.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2300	23850	Election Services	Minor Equip & Tools		54,000
2300	3411	Election Services			23,000

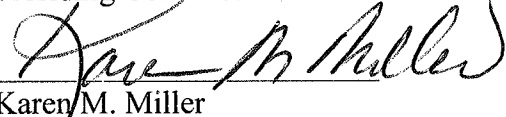
Done this 5th day of July, 2016.

ATTEST:

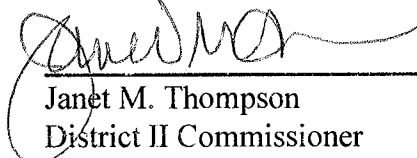
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

**RECEIVED**

6/9/16

**EFFECTIVE DATE**

BOONE JUN 09 2016

BOONE COUNTY

AUDITOR

**FOR AUDITORS USE**

(Use whole \$ amounts)

Transfer From      Transfer To  
Decrease              Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2300	23850	Election Services	Minor Eqpt & Tools (<\$1000)		54,000
2300	3411	<i>Election Services</i>			<i>23,000</i>
-					<b>54,000</b>

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

*See attached memo*

*Windy*

**Requesting Official**

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: *Inc. class 2 for Equipment*

*Agenda*

*[Signature]*  
\_\_\_\_\_  
**Auditor's Office**

*[Signature]*  
\_\_\_\_\_  
**PRESIDING COMMISSIONER**

*[Signature]*  
\_\_\_\_\_  
**DISTRICT I COMMISSIONER**

*[Signature]*  
\_\_\_\_\_  
**DISTRICT II COMMISSIONER**

**BUDGET AMENDMENT PROCEDURES**

County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.

At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**

The Budget Amendment may not be approved prior to the Public Hearing.



**WENDY S. NOREN  
BOONE COUNTY CLERK  
801 E WALNUT RM 236  
COLUMBIA, MO. 65201  
573-886-4295 FAX 573-886-4300**

**To: County Commission**

**Re: Election Services Fund Budget Revision and Budget Amendment**

**The attached Budget Revision and Budget Amendments are to reclassify budget amounts to cover the cost of converting our Electronic Pollbook system (written inhouse for pc's) to a custom version for use with iPads.**

**We will be providing an agreement with KnowInk LLP to provide this service and need to have the budgeted funds set up prior to approving that agreement. I have worked with IT on this for several years and we believe this is the best option for the county.**

**Election Service funds come from charges for equipment use to each election, transaction fees paid by the state, and a special fee authorized by statute to be charge to each election. Additionally, 23,000 in grant money from the state will be used to cover the cost of this.**

*↳ 26,000 Shown on attached supporting documentation  
ok*

**We will continue to charge each election for use of the equipment and also charge a software cost to help cover the maintenance costs.**



**Jason Gibson - Epollbook conversion**

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**From:** Wendy Noren <wsnoren@gmail.com>  
**To:** Jason Gibson <JGibson@boonecountymo.org>  
**Date:** 6/8/2016 3:28 PM  
**Subject:** Epollbook conversion

---

I am getting ready to do an agreement for converting our electronic pollbooks to Ipad systems. All will be paid out of the Election Services fund:

I will need to do a budget revision as follows:

PROFESSIONAL SERVICES NEEDED	282500
current budget	180000
Budget Revision needed	102500
FROM	
CONTINGENCY	45000
COMPUTER HARDWARE	57500

Additionally I will be purchasing additional equipment that is custom designed for use with these (Equipment < 1000) of 54,000 I did not budget. I think I need to do that as a budget amendment to increase my expenditures. Not sure how to do that. I have additional cash coming in this month with JE for elections and payments for tranaction fees and will have a grant also to use.

Rounded numbers on these:

TRANSACTION FEE	27000
ELECTION SERVICES MARCH/APRIL	23000
2016 GRANT	26000 <i>Federal Grant CFDA 39.011</i>
total:	76000

Also I will be using most of balance budgeted in hardware to purchase Ipads - should that be kept there or should it also be moved to Equipment < 1000?

Thanks Wendy

## Fund Statement - Election Services Fund 230 (Nonmajor)

	2014 Actual	2015 Budget	2015 Actual	2016 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	29,072	15,000	27,118	41,000
Charges for Services	71,236	20,000	48,379	125,000
Fines and Forfeitures	-	-	-	-
Interest	1,651	1,650	1,555	2,120
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>101,959</b>	<b>36,650</b>	<b>77,052</b>	<b>168,120</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	-	-	-	-
<b>Fund Balance Used for Operations</b>	-	<b>282,570</b>	-	<b>307,830</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 101,959</b>	<b>319,220</b>	<b>77,052</b>	<b>475,950</b>
 <b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	54,000
Dues Travel & Training	-	9,300	1,454	9,300
Utilities	776	2,000	1,919	4,700
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	191	420	207	282,920
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	199,500	-	1,800
Fixed Asset Additions	6,300	108,000	11,344	123,230
<b>Total Expenditures</b>	<b>7,267</b>	<b>319,220</b>	<b>14,924</b>	<b>475,950</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	-	-	-	-
<b>TOTAL FINANCIAL USES</b>	<b>\$ 7,267</b>	<b>319,220</b>	<b>14,924</b>	<b>475,950</b>
 <b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ 272,469	373,461	367,161	433,434
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	6,300	-	4,145	-
Fund Balance Increase (Decrease) resulting from operations	94,692	(282,570)	62,128	(307,830)
<b>FUND BALANCE (GAAP), end of year</b>	<b>373,461</b>	<b>90,891</b>	<b>433,434</b>	<b>125,604</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>	<b>(6,300)</b>	<b>-</b>	<b>(4,145)</b>	<b>-</b>
<b>NET FUND BALANCE, end of year</b>	<b>\$ 367,161</b>	<b>90,891</b>	<b>429,289</b>	<b>125,604</b>
 Net Fund Balance as a percent of expenditures	 5052.44%	 28.47%	 2876.50%	 26.39%

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

5th

day of

July

20 16

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department for Records Management and Jail Management Software upgrade to enhance communication between public safety agencies, the courts and Prosecutor's Office.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2905	91300	LE/Judicial Info Sys LE Sales Tax	Mach & Equip		81,239
2905	92302	LE/Judicial Info Sys LE Sales Tax	Repl. Software		153,125
2905	71101	LE/Judicial Info Sys LE Sales Tax	Professional Services		15,636
2560	92302	Inmate Prisoner Sec Fund	Repl. Software		117,025
2560	71101	Inmate Prisoner Sec Fund	Professional Services		57,640
2560	71100	Inmate Prisoner Sec Fund	Outside Services		8,585
2550	71101	Sheriff's Revolving Fund	Professional Services		185,764
2550	92302	Sheriff's Revolving Fund	Repl. Software		68,961
2550	71100	Sheriff's Revolving Fund	Outside Services		36,415
1170	70050	Information Tech.	Software Service Contract		14,307
2905	70050	LE/Judicial Info Sys LE Sales Tax	Software Service Contract		7,334
2560	70050	Inmate Prisoner Sec Fund	Software Service Contract		17,587
2900	86800	LE/Judicial Info Sys LE Sales Tax	Emergency Funds	7,334	
1190	86800	Non-Departmental	Emergency Funds	14,307	
				21,641	763,617

Done this 5th day of July, 2016.

# CERTIFIED COPY OF ORDER

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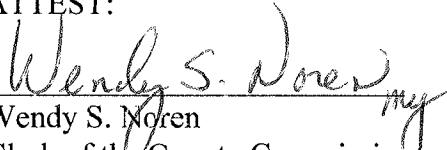
STATE OF MISSOURI }  
County of Boone } ea.


Term. 20

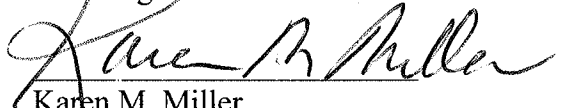
In the County Commission of said county, on the  
the following, among other proceedings, were had, viz:


day of 20

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

6/17/16

**EFFECTIVE DATE**

**FOR AUDITORS USE**

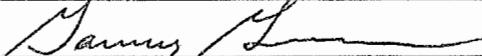
(Use whole \$ amounts)

**Transfer From      Transfer To**  
**Decrease            Increase**

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2905	91300	LE/Judicial Info Sys LE Sales Tax	Mach & Equipment		81,239
2905	92302	LE/Judicial Info Sys LE Sales Tax	Repl. Software		153,125
2905	71101	LE/Judicial Info Sys LE Sales Tax	Professional Services		15,636
2560	92302	Inmate Prisoner Sec Fund	Repl. Software		117,025
2560	71101	Inmate Prisoner Sec Fund	Professional Services		57,640
2560	71100	Inmate Prisoner Sec Fund	Outside Services		8,585
2550	71101	Sheriffs Revolving Fund	Professional Services		185,764
2550	92302	Sheriffs Revolving Fund	Repl. Software		68,961
2550	71100	Sheriffs Revolving Fund	Outside Services		36,415
1170	70050	Information Technology	Software Service Contact		14,307
2905	70050	LE/Judicial Info Sys LE Sales Tax	Software Service Contact		7,334
2560	70050	Inmate Prisoner Sec Fund	Software Service Contact		17,587
2900	86800	LE/Judicial Info Sys LE Sales Tax	Emergency Funds	7,334	
1190	86800	Non - Departmental	Emergency Funds	14,307	
				<b>21,641</b>	<b>763,617</b>

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Budget Amendment for Records Management and Jail Management Software upgrade to enhance communication between public safety agencies, the courts and prosecutors office. The Annual Maintenance cost are \$56,712 the Jail Management portion is paid from Inmate Detainee Security Fund, the remainder is split 85% General Fund and 15% Prop L fund.

  
\_\_\_\_\_  
Requesting Official

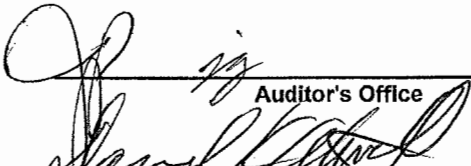
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**TO BE COMPLETED BY AUDITOR'S OFFICE**


A schedule of previously processed Budget Revisions/Amendments is attached

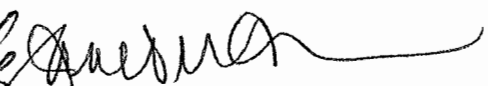
fund-solvency schedule is attached.

Comments: *RMS/JMS Software*

Agenda

  
\_\_\_\_\_  
Auditor's Office  
PRESIDING COMMISSIONER

  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

  
\_\_\_\_\_  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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

Purchase Summary											
Sunguard RMS & JMS Software											
Initial Purchase											
Software & Hardware	Department	Est. Fund Balance To Use	Budget Amount	Remaining							
	2905	\$ 250,000.00	\$ 250,000.00	\$ -	Includes 63,012.56 Extra Hardware						
	2560	\$ 196,466.00	\$ 183,250.00	\$ 13,216.00							
	2550	\$ 402,000.00	\$ 291,139.56	\$ 110,860.44							
Ongoing Costs											
Ongoing Annual Maintenance		\$ 56,712.00									
	2560		\$ 12,704.00	JMS Portion							
	1170		\$ 37,406.80	85% Remaining after JMS share							
	2905		\$ 6,601.20	15% Remaining after JMS share							
Socrata Subscription		\$ 9,765.00									
Note: The Socrata subscription is a report software. This will be reviewed in future for applications other than Law Enforcement and the allocation will be re-evaluated at that time.	2560		\$ 4,882.50	50% of total cost							
	1170		\$ 4,150.13	50% remaining, 85% GF & 15% LEST							
	2905		\$ 732.38								
		Total Product Cost	\$ 790,866.56								
	1170	Maintenance Already Budgeted	\$ (27,250.00)								
		Budget Adjustment Needed	\$ 763,616.56								
DESCRIPTION											
HARDWARE FROM WWWT	RMS	JMS	SUBTOTAL	TOTAL	FUND	DEPARTMENT	ACCOUNT				
E-SEEK Bar Code Reader	21653.84	1382.16			RMS	\$ 61,574.24	290	2905	91300		
E-SEEK Cable	879.84	56.16			JMS	\$ 1,438.32	290	2905	91300		
Zebra Thermal Printer	32243.12										
Zebra Cable	4516.72										
Zebra Auto Adapter	1565.2										
Zebra USB Cable	715.52										
	\$ 61,574.24	\$ 1,438.32	\$ 63,012.56	\$ 63,012.56							
SOFTWARE	RMS	JMS	SUBTOTAL	PERCENTAGE	DISCOUNT	TOTAL	TOTALS	FUND	DEPARTMENT	ACCOUNT	
Mobile Field Reporting Software	\$ 106,350.00			79%	\$ 84,925.00	\$ 153,125.00	RMS	\$ 153,125.00	290	2905	92302
Records Management Software	\$ 124,200.00						JMS	\$ 41,825.00	256	2560	92302
One Solution Jail Management		\$ 56,900.00									
One Solution Field Training Online	\$ 7,500.00	\$ 7,500.00		21%	\$ 22,575.00	\$ 41,825.00					
	\$ 238,050.00	\$ 64,400.00	\$ 302,450.00	100%	\$ 107,500.00	\$ 194,950.00					
SERVICES	RMS	JMS	SUBTOTAL	TOTAL	FUND	DEPARTMENT	ACCOUNT	290	255		
Mobile Field Reporting Services	\$ 63,180.00				RMS	\$ 218,000.00	290/255	2905/2550	71101	\$ 15,636.44	\$ 202,363.56
Records Management Services	\$ 152,220.00				JMS	\$ 108,640.00	256	2560	71101		
Jail Management Services		\$ 106,040.00									
One Solution Public Safety Project Management	\$ 560.00	\$ 560.00									
One Solution Field Training Online	\$ 2,040.00	\$ 2,040.00									
	\$ 218,000.00	\$ 108,640.00	\$ 326,640.00			\$ 326,640.00					

CUSTOM MODIFICATIONS	RMS	JMS	SUBTOTAL	TOTAL	FUND	DEPARTMENT	ACCOUNT		
Karpel Interface	\$ 15,500.00	\$ -			RMS	\$ 49,600.00	255	2550	71100
MO PC Affidavit Form	\$ 8,500.00	\$ -			JMS	\$ 24,200.00	256	2560	71100
RMS Starts Interface	\$ 10,000.00								
Jail/Jail Interface		\$ 24,200.00							
Concealed Weapons	\$ 3,000.00								
Sex Offender Notifications	\$ 4,800.00								
PC Affidavit Electronic Signature	\$ 3,200.00								
Warrant Request Form	\$ 4,600.00								
	\$ 49,600.00	\$ 24,200.00	\$ 73,800.00	\$ 73,800.00					
THIRD PARTY PRODUCTS	RMS	JMS	SUBTOTAL	TOTAL	FUND	DEPARTMENT	ACCOUNT		
Quartermaster Bar-Coding Kit	\$ 2,093.00				RMS	\$ 5,485.00	290	2905	91300
Mugshot Capture Workstation Package		\$ 5,222.00			JMS	\$ 12,741.00	290	2905	91300
Local Property & Evidence Bar Coding Kit	\$ 2,093.00								
Topaz USB Signature Capture Device	\$ 1,299.00	\$ 1,299.00							
Unitech Handheld PDA Device		\$ 6,220.00							
SUBTOTAL	\$ 5,485.00	\$ 12,741.00							
Socrata Public Connect	\$ 4,882.50	\$ 4,882.50			SOCRATA	\$ 9,765.00	290/256	2905/2560	71100
Socrata Launch Package Project Management	\$ 160.00	\$ 160.00			SOCRATA	\$ 320.00	255	2550	71101
Socrata Launch Package Implementation Service	\$ 1,220.50	\$ 1,220.50			SOCRATA	\$ 2,441.00	255	2550	71101
SUBTOTAL	\$ 6,263.00	\$ 6,263.00							
	\$ 11,748.00	\$ 19,004.00	\$ 30,752.00	\$ 30,752.00					
TRAVEL AND LIVING	RMS	JMS	SUBTOTAL	TOTAL	FUND	DEPARTMENT	ACCOUNT	256	255
	\$ 22,500.00	\$ 22,500.00	\$ 45,000.00	\$ 45,000.00	RMS	\$ 22,500.00	255	2550	71100
				\$ 734,154.56	JMS	\$ 22,500.00	256/250	2560/2550	71100
								\$ 8,585.00	\$ 13,915.00
ANNUAL IMPROVEMENT FEES				\$ 56,712.00	IT	\$ 56,712.00	100	1170	70050
				\$ 790,866.56					
				\$ 790,866.56		\$ 790,866.56			

**AMENDMENT #1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT**  
**Contract #160162**

**BOONE COUNTY, Missouri**  
("Customer")

and

**SUNGARD PUBLIC SECTOR LLC**  
("SunGard Public Sector")

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement with an Execution Date of March 24<sup>th</sup>, 2016 (the "Agreement") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to and Modification of Software License Agreement.

The Agreement is amended and modified as follows:

- (a) The following Component Systems have been added to the Agreement:

**SOFTWARE:**

**See Exhibit 1**

Software Notes:

1. Interfaces are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Mobiles applications do not include AVL hardware.
3. See also Long Descriptions on Exhibit 3.
4. The "Initial Annual Improvement Fees" amount in the schedule on Exhibit 1 represents the Improvements fee for the Initial Contract Year. The Initial Contract Year begins on the Execution Date and ends November 30, 2017. Subsequent Contract Year(s) begin on the expiration of the Initial Contract Year (or each anniversary thereof) and continue for a twelve month period.

- (b) The following Services have been added to the Agreement:

**SERVICES:**

**See Exhibit 1**

Services Notes:

1. Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.



2. Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Travel and living expenses are estimated to be \$45,000.00
3. See also Long Descriptions on Exhibit 3.

(c) The following Third Party Products have been added to the Agreement:

**THIRD PARTY PRODUCTS:**

**See Exhibit 1**

Third Party Product Notes:

All deliveries shall be made FOB Destination with freight prepaid and charged back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

1. See also Long Descriptions on Exhibit 3.

**SUMMARY OF COSTS**

	Price
Component Systems	\$ 194,950.00
Services (including Custom Modifications)	400,440.00
Services Initial Annual Subscription (SOC-PC)	9,765.00
Third Party Products (Excluding SOC-PC)	20,987.00
Travel and Living (estimated)	45,000.00
<b>Total</b>	<b>\$ 671,142.00</b>
Initial Annual Improvement Fees	\$ 56,712.00

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

**THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS, NET 30 days after date of invoice:**

**The amounts noted above shall be payable as follows:**

License Fee: 100% on the Execution Date.

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, upon completion.

Conversion Fees: 50% on the Execution Date; 50% on invoice, upon completion.

Custom Modification Fees: 100% on the Execution Date

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

Third Party Products Hardware & Software Fee (see below for SOC-PC): 100% on the Execution Date.

SOC-PC: Socrata Public Connect: Annual Subscription Fee: The initial annual subscription fees are due 100% upon the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the first of the month following the month of the Execution Date and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other part written notice of non-renewal at least sixty (60) days

prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

**Improvement Fees:** Improvements Fees for the Initial Contract Year are as noted in the schedule in Exhibit 1 and are due thirty (30) days prior to the expiration of the Current Legacy Period (as that term is defined below). Improvement Fees for the Second Contract Year will not be subject to an annual increase and will be charged in the amount noted in Exhibit 1. Improvement Fees for any Contract Year (as that term is defined below) subsequent to the Second Contract Year (as that term is defined below) will be at the then prevailing rates and are subject to change and will be specified by SunGard Public Sector in an annual invoice. Notwithstanding, for Contract Years 3-5, increases shall be limited to three percent (3%) or the increase in any one year of the Consumer Price Index – All Urban Consumers (CPI) for the twelve (12) month period prior to first day of the renewal Contract Year, whichever is lower.

#### **Appropriation of Funds**

Customer believes that sufficient funds can be obtained to pay all amounts due SunGard Public Sector throughout the term of the Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified herein. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from SunGard Public Sector the licenses and services set forth herein.

In the event sufficient funds are not appropriated, not budgeted or not otherwise legally available, Customer shall immediately notify SunGard Public Sector of such occurrence and SunGard Public Sector will respond with a proclamation that the Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any Services delivered by SunGard or reimbursable expenses incurred by SunGard Public Sector prior to the notice and b) for all software which has been delivered. SunGard Public Sector shall not be obligated to provide any Services for which payment has not been appropriated.

#### **ADDITIONAL DEFINITIONS APPLICABLE TO THE SOFTWARE UNDER THIS AMENDMENT:**

“Current Legacy Period” means that period commencing December 1, 2015 and expiring November 30, 2016 according to the separate written agreement between Customer and SunGard Public Sector under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector’s Naviline brand software system.

“Initial Contract Year” means the period commencing on the execution date and ending November 30, 2017.

“Contract Year” means each one (1) year period beginning on the expiration of the Initial Contract Year (the “Second Contract Year”) and ending one (1) year thereafter, or the anniversary thereof.

#### **ADDITIONAL NOTES REGARDING MIGRATIONS APPLICABLE TO THE SOFTWARE UNDER THIS AMENDMENT:**

Customer and SunGard Public Sector are parties to a separate written agreement (“Legacy Agreement”) under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector’s Naviline brand software system (“Legacy Software”). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the Current Legacy Period. Customer’s maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Component System software identified in Exhibit 1 of this Amendment, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancement) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in Exhibit 1 in a production mode.

The pricing provided for above is conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period.

**Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products until receipt of written notice of termination at least ninety (90) days prior to commencement of the subsequent term.**

Term. The Maintenance Supplement will remain in full force and effect throughout the Initial Contract Year and will automatically renew for the Second or Third Contract Year unless, at least six (6) months prior to the expiration of the then-current Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Maintenance Supplement for the Second or Third Contract Year. For the Fourth or subsequent Contract Year(s), this Maintenance Supplement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Maintenance Supplement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year. For the avoidance of doubt, any termination of this Agreement by SunGard Public Sector as provided for in this Section is effective only for the Fourth or subsequent Contract Year(s).

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

**Boone County, Missouri**

**SunGard Public Sector LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**SOFTWARE**

**Exhibit 1**

Qty	Part #	Component System	License Fee	Initial Annual Improvement Fees	Annual Support Type	
		<b>MOBILE FIELD REPORTING SOFTWARE</b>				
		MFR SITE LICENSE UP TO 75, INCLUDES THE FOLLOWING APPLICATIONS: MCT-MFR-OFF MCT-MFR-ACC MCT-MFR-AFF MCT-MFR-ARREST MCT-MFR-DAM MCT-MFR-RACEPROF MCT-MFR-INVLEAD MCT-MFR-CANINE MCT-MFR-CITATION MCT-MFR-MBLN-CLIENT MCT-MFR-REV	No Charge	No Charge		
1	MCT-BMS-SITE		No Charge	No Charge		
57	MCT-MFR-OFF-T15	MFR CLIENT - BASE INCIDENT/OFFENSE	34,200.00	5,472.00	7x24	
57	MCT-MFR-ACC-T15	MFR CLIENT - ACCIDENT REPORTING	17,100.00	2,736.00	7x24	
57	MCT-MFR-AFF-T15	MFR CLIENT - ARREST AFFIDAVIT	5,700.00	912.00	7x24	
57	MCT-MFR-ARREST-T15	MFR CLIENT - ARREST	11,400.00	1,824.00	7x24	
57	MCT-MFR-DAM-T15	DAILY ACTIVITY MODULE CLIENT	11,400.00	1,824.00	7x24	
57	MCT-MFR-RACEPROF-T15	MFR CLIENT - RACIAL PROFILING	11,400.00	1,824.00	7x24	
57	MCT-MFR-INVLEAD	MFR INVESTIGATIVE LEADS	8,550.00	1,368.00	7x24	
10	MCT-MFR-CANINE-T15	MFR CLIENT - CANINE	2,000.00	320.00	7x24	
1	MCT-MFR-CITATION-T15	MFR CLIENT - CITATION	300.00	48.00	7x24	
1	MCT-MFR-MBLN-CLIENT-T15	MFR CLIENT- MOBLAN VERSION	300.00	48.00	7x24	
1	MCT-MFR-REV-T1	REVIEW MODULE FOR FIELD REPORTING	4,000.00	640.00	7x24	
		<i>Continued on next page</i>				

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		<b>RECORDS MANAGEMENT SOFTWARE</b>			
		BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE			
		Site License Includes:			
		RMS-BASE			
		RMS-MAP-AW			
		RMS-NTF			
		RMS-ACCIDENT			
		RMS-WIZ-BASE			
		RMS-WIZ-CLIENT			
		RMS-P&E			
		RMS-BAR-HOST			
		RMS-BAR-CLIENT			
		RMS-CANINE			
		RMS-CIVIL			
		RMS-CCW			
		RMS-CAPLUS			
		RMS-DAILY-DAM			
		RMS-GANG			
		RMS-GENPERM			
		RMS-INTELLIGENCE			
		RMS-DOCSCAN			
		RMS-LINK			
		RMS-P2P			
		RMS-PSD			
		RMS-QTRMSTR			
		RMS-RL			
		RMS-RPRF			
		RMS-INV-LEADS			
		RMS-TRAIN			
		RMS-SOFF			
1	RMS-BASE-T1	RMS-RSW	14,900.00	2,384.00	7x24
1	RMS-MAP-AW-T1	ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE	200.00	32.00	7x24
1	RMS-NTF-T1	NOTIFICATION MODULE	1,900.00	304.00	7x24
1	RMS-MJ-T1	MULTI-JURISDICTIONAL RMS OPTION	2,800.00	448.00	7x24
1	RMS-ACCIDENT-T1	BASIC ACCIDENT MODULE	1,300.00	208.00	7x24
1	RMS-WIZ-BASE-T1	ACCIDENT WIZARD BASE SERVER LICENSE	2,600.00	416.00	7x24
1	RMS-WIZ-CLIENT-T1	ACCIDENT WIZARD WORKSTATION LICENSE	200.00	32.00	7x24
1	RMS-P&E-T1	PROPERTY AND EVIDENCE MODULE	2,800.00	448.00	7x24
1	RMS-BAR-HOST-T1	BAR CODING SERVER LICENSE	1,300.00	208.00	7x24
2	RMS-BAR-CLIENT-T1	BAR CODING HAND-HELD CLIENT LICENSE	2,600.00	416.00	7x24
1	RMS-CANINE-T1	CANINE TRACKING MODULE	2,800.00	448.00	7x24
1	RMS-CIVIL-T1	CIVIL PROCESSING MODULE	3,600.00	576.00	7x24
1	RMS-CCW-T1	CONCEALED WEAPONS REGISTRATION MODULE	800.00	128.00	7x24
1	RMS-CAPLUS-T1	CRIME ANALYSIS PLUS.NET MODULE	5,700.00	912.00	7x24
1	RMS-DAILY-DAM-T1	DAILY ACTIVITY MODULE	800.00	128.00	7x24
1	RMS-GANG-T1	GANG TRACKING MODULE	3,800.00	608.00	7x24
1	RMS-GENPERM-T1	GENERIC PERMIT MODULE	1,300.00	208.00	7x24
1	RMS-INTELLIGENCE-T1	INTELLIGENCE MODULE	3,800.00	608.00	7x24
1	RMS-DOCSCAN-T1	DOCUMENT SCANNING AND STORAGE	5,100.00	816.00	7x24
1	RMS-LINK-T1	LINK ANALYSIS MODULE	5,700.00	912.00	7x24
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	Included	Included	7x24
1	RMS-PSD-T1	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	8,800.00	1,408.00	7x24
1	RMS-QTRMSTR-T1	QUARTERMASTER MODULE	2,800.00	448.00	7x24
1	RMS-RL-T1	REMOTE LINEUP APPLICATION	1,800.00	288.00	7x24
1	RMS-RPRF-T1	TRAFFIC STOPS (RACIAL PROFILING) MODULE	2,600.00	416.00	7x24
1	RMS-INV-LEADS	INVESTIGATIVE LEADS MODULE	3,000.00	480.00	7x24
1	RMS-TRAIN-T1	TRAINING MODULE	1,800.00	288.00	7x24
1	RMS-SOFF-T1	SEX OFFENDER MODULE	7,600.00	1,216.00	7x24
1	RMS-RSW-T1	RESIDENTIAL SECURITY WATCH MODULE	800.00	128.00	7x24
1	INT-OPSRMS	OPS RMS	6,000.00	960.00	7x24
1	OSSC0-EXTSET	ONESOLUTION STATE CONNECT EXTENDED SET	25,000.00	4,000.00	7x24
		<i>Continued on next page</i>			

		<i>Continued from previous page</i>			
		<b>ONESOLUTION JAIL MANAGEMENT</b>			
		JAIL MANAGEMENT SYSTEM MODULE - SITE LICENSE Site License Includes: JMS-BASE JMS-MUG JMS-MS DISPLAY JMS-INT-STATE-LIVESCAN JMS-HH-WATCH JMS-INT-KFEBASIC JMS-INT-VINE JMS-HH-MOVE JMS-IPAC-MEDS			
1	JMS-BASE-5	JMS-INT-PHN-SECURS	11,300.00	1,808.00	7x24
1	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE	4,200.00	672.00	7x24
1	JMS-MS DISPLAY-5	MUGSHOT DISPLAY SOFTWARE LICENSE	1,900.00	304.00	7x24
1	JMS-INT-STATE-LIVESCAN	STATE LIVESCAN INTERFACE	8,500.00	1,360.00	7x24
1	JMS-HH-WATCH	HAND HELD SPECIAL WATCH MODULE	6,000.00	960.00	7x24
1	JMS-INT-KFEBASIC	KEEFE COMMISSARY INTERFACE - BASIC	1,500.00	240.00	7x24
1	JMS-INT-VINE	JMS VINE INTERFACE	1,500.00	240.00	7x24
1	JMS-HH-MOVE	HAND HELD MASS MOVEMENT MODULE	6,000.00	960.00	7x24
1	JMS-IPAC-MEDS	HAND HELD PC MEDICINE DISPENSATION MODULE	6,000.00	960.00	7x24
1	JMS-INT-PHN-SECURUS	SECURUS (E-IMPORT) INMATE PHONE SYSTEM INTERFACE	2,500.00	400.00	7x24
1	JMS-INT-GEN	JMS GENERIC EXPORT INTERFACE	7,500.00	1,200.00	7x24
		<i>Internet</i>			
1	INT-FTO-Premise	ONESolution Field Training Online	15,000.00	2,400.00	7x24
		<b>Subtotals</b>	<b>\$ 302,450.00</b>		
1	DISCOUNT	<b>DISCOUNT</b>	<b>\$ (107,500.00)</b>		
		<b>TOTAL</b>	<b>\$ 194,950.00</b>	<b>\$ 48,392.00</b>	

**SERVICES**

Qty.	Part #	Description	Training	Installation	Project Management	Implementation	Conversion
		<b>MFR PROFESSIONAL SERVICES</b>					
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			\$ 11,200.00		
1	MCT-SWH-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH				\$ 3,500.00	
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		\$ 2,800.00			
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING				2,800.00	
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	\$ 5,120.00				
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00				
1	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING	5,760.00				
1	MCT-MFR-MGL	ONESolution MCT/MFR Mock Go Live	3,840.00				
5	MFR-USR-TRN	MOBILE FIELD REPORTING USER TRAINING	19,200.00				
		<b>RMS SERVICES</b>					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			27,040.00		
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		9,100.00			
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES				18,640.00	
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00				
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	11,520.00				
2	RMS-USR-TRN	RMS USER TRAINING	12,800.00				
2	RMS-DET-TRN	RMS TRAINING FOR INVESTIGATORS	7,680.00				
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	20,480.00				
1	RMS-OVR-TRN	RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING	1,280.00				
1	RMS-MGL	ONESolution RMS Mock Go Live				4,200.00	
1	RMS-DATACNV-HTE	DATA CONVERSION FROM HTE					\$ 25,000.00
1	RMS-DATACNV-ITXMUG	DATA CONVERSION FROM ITX MUGSHOT					4,000.00
1	INT-OPS-INST	OPCENTER INSTALLATION		2,800.00			
1	INT-OPS-TRN	OPCENTER TRAINING	1,280.00				
		<b>JAIL MANAGEMENT SERVICES</b>					
1	JMS-PROJ-MGNT	PROJECT MANAGEMENT			13,600.00		
1	JMS-INST	BASE JMS SOFTWARE INSTALLATION CHARGES		9,800.00			
1	JMS-IMPL	BASE JMS SOFTWARE IMPLEMENTATION CHARGES				7,000.00	
1	JMS-MNT-TRN	JMS MAINTENANCE TRAINING	5,120.00				
1	JMS-TTT-TRN	JMS TRAIN THE TRAINER TRAINING	8,960.00				
5	JMS-USR-TRN	JMS USER TRAINING	25,600.00				
1	JMS-ADD-TRN	JMS ADD ON MODULE TRAINING	2,560.00				
1	JMS-MGL	ONESolution JMS Mock Go Live				2,800.00	
1	RMS-DATACNV-HTE	DATA CONVERSION FROM HTE JALAN					25,000.00
3	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware				2,400.00	
2	TCH-INSTALL-MUG	Implementation Services for Mugshot Workstation				3,200.00	
		<b>Additional Services</b>					
1	OS-PSJ-PM	ONESolution Public Safety and Justice Project Management			1,120.00		
1	INT-FTO-PREMISE	ONESOLUTION FIELD TRAINING ONLINE		2,800.00			
1	INT-FTO-PREMISE	ONESOLUTION FIELD TRAINING ONLINE	1,280.00				
		<b>TOTAL SERVICES FEE:</b>	<b>\$147,840.00</b>	<b>\$ 27,300.00</b>	<b>\$ 52,960.00</b>	<b>\$ 44,540.00</b>	<b>\$ 54,000.00</b>

Qty	Part #	Custom Modifications	Custom Modification Fee	Initial Annual Improvement Fees	Annual Support Type
1	RMS-CUST-MOD	KARPEL INTERFACE	\$ 15,500.00	\$ 2,480.00	7x24
1	RMS-CUST-MOD	MO PC AFFIDAVIT FORM	8,500.00	1,360.00	7x24
1	RMS-CUST-MOD	RMS STARS INTERFACE	10,000.00	1,600.00	7x24
1	RMS-CUST-MOD	BOONE COUNTY JAIL2JAIL INTERFACE	24,200.00	2,400.00	7x24
1	RMS-CUST-MOD	CONCEALED WEAPONS CARRY	3,000.00	480.00	7x24
1	RMS-CUST-MOD	Sex Offender Notification	4,800.00	Included	7x24
1	RMS-CUST-MOD	PC Affidavit Electronic Signature	3,200.00	Included	7x24
1	RMS-CUST-MOD	WARRANT REQUEST FORM	4,600.00	Included	7x24
		<b>TOTAL:</b>	<b>\$ 73,800.00</b>	<b>\$ 8,320.00</b>	

**THIRD PARTY PRODUCTS**

<b>Qty.</b>	<b>Part #</b>	<b>Third Party Products</b>	<b>Hardware &amp; Software</b>	<b>Services</b>	<b>Initial Annual Subscription</b>
1	QTR-BCK	Quartermaster Bar-Coding Kit	\$ 2,093.00		
2	SAT-MWP	Mugshot Capture Workstation Package	5,222.00		
1	SAT-PEBCK	Local Property & Evidence Bar Coding Kit	2,093.00		
6	TOP-SP	Topaz USB Signature Capture Device	2,598.00		
5	UNI-PDA	Unitech Handheld PDA Device	6,220.00		
1	SOC-PC	Socrata Public Connect			\$ 9,765.00
1	SOC-PC-L	Socrata Public Connect Launch Package Project Management		\$ 320.00	
1	SOC-PC-L	Socrata Public Connect Launch Package Implementation service		2,441.00	
		<b>Third Party Products Totals</b>	<b>\$ 18,226.00</b>	<b>\$ 2,761.00</b>	<b>\$ 9,765.00</b>



Statement of Work

<INSERT>

## Long Descriptions

Part Number: MCT-BMS-SITE

Description: MFR SITE LICENSE UP TO 75 INCLUDES THE FOLLOWING APPLICATIONS:

MCT-MFR-OFF  
 MCT-MFR-ACC  
 MCT-MFR-AFF  
 MCT-MFR-ARREST  
 MCT-MFR-DAM  
 MCT-MFR-RACEPROF  
 MCT-MFR-INVLEAD  
 MCT-MFR-CANINE  
 MCT-MFR-CITATION  
 MCT-MFR-MBLN-CLIENT  
 MCT-MFR-REV

Long Description: Server license of SunGard's Mobile Server Software to support up to 5 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

Part Number: MCT-MFR-OFF-T15

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports.

Part Number: MCT-MFR-ACC-T15

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard's Crash Wizard and Microsoft Visio.

Part Number: MCT-MFR-AFF-T15

Description: MFR CLIENT - ARREST AFFIDAVIT

Long Description: This client specific module is for the creation of the Arrest Affidavit from the field. The arrest data is transferred to the Arrest Module within RMS. It allows for the remote printing of the affidavit. It does not include printing hardware. Each agency's affidavit form may vary and must be approved by Product Management.

Part Number: MCT-MFR-ARREST-T15

Description: MFR CLIENT - ARREST

Long Description: The Arrest Module allows officers using SunGard's Mobile product to capture arrest data which is transferred to SunGard's standard Arrest Module in RMS.

The arrest report can be printed in the car. Printer hardware is not included.

In some states, this Module does reproduce the state form and can print in the car.

Part Number: MCT-MFR-DAM-T15

Description: DAILY ACTIVITY MODULE CLIENT

Long Description: Records all activities the officer performs during the work shift. At the end of the work shift, the daily activity record is submitted from MFR and the data is transferred to the production RMS database.

**\*\*NOTE: LICENSING OF THE RMS-DAILY-DAM REQUIRED. \*\***

Part Number: MCT-MFR-RACEPROF-T15

Description: MFR CLIENT - RACIAL PROFILING

Long Description: The Racial Profile module has been developed for both MFR and RMS applications and allows officers to document required traffic stop information from their mobile computers, MobLAN or RMS. Agencies may use any or all of these methods to record traffic stop data. Each agency's form for racial profile data collection may vary and must be approved by Product Management.

Part Number: MCT-MFR-INVLEAD

Description: MFR INVESTIGATIVE LEADS

Long Description: The SunGard Public Sector Investigative Leads Management module is available for the Mobile Field Reporting (MFR) application. The purpose of this module is to allow the officer to generate and submit investigative leads, tips on criminal activity, and follow-up activities from the field to the Records Management System. This module allows users to add leads, inventory case-related leads, and review/record dispositions. After an Investigative Lead record is established, users can add activities, notes, and findings related to follow-up investigation by adding tracking entries.

Part Number: MCT-MFR-CANINE-T15

Description: MFR CLIENT - CANINE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This module participates in the existing RMS security model, allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity.

Part Number: MCT-MFR-CITATION-T15

Description: MFR CLIENT - CITATION

Long Description: The Citation Module allows officers using SunGard's Mobile product to capture data from the written state citation form. In some states, this Module has the ability to reproduce the printed state form in the car. Printer hardware not included.

Part Number: MCT-MFR-MBLN-CLIENT-T15

Description: MFR CLIENT- MOBLAN VERSION

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports.

Part Number: MCT-MFR-REV-T1

Description: REVIEW MODULE FOR FIELD REPORTING

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 5 Mobile units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: MCT-SWI-IMPL

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

Long Description: Two (2) days of technical services to configure for State Access and a half (.5) day to conduct Maintenance Training.

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of services for initial installation and configuration of MFR on the Customer server.

Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: Two (2) days of services for advisory consultation providing assistance with Customer MFR questions and requests throughout the project.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 3 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description: Six (6) days of on-site training, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training and assistance designed to prepare agency training staff for conducting MFR User Training.

Maximum number of participants = 6.

Part Number: MCT-ADD-TRN

Description: MCT & MFR ADD ON MODULE USER TRAINING

Long Description: MCT-MFR-ACC 1 Day

MCT-MFR-AFF 1/2 Day

MCT-MFR-ARREST 1/2 Day

MCT-MFR-CANINE 1/2 Day

MCT-MFR-CITATION 1/2 Day

MCT-MFR-DAM 1/2 Day

MCT-MFR-INVLEAD 1/2 Day

MCT-MFR-RACEPROF 1/2 Day

Part Number: MCT-MFR-MGL

Description: ONESolution MCT/MFR Mock Go Live

Long Description: SunGard and the client will jointly perform a mock Go-Live to exercise the ability to simulate and validate business workflow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a prerequisite deliverable.

Part Number: MFR-USR-TRN

Description: MOBILE FIELD REPORTING USER TRAINING

Long Description: Training for end-users (10 people max.) on base MFR. Topics include report submission and searching. Does not include training on MCT or Crash Wizard. Class duration = up to 2 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

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Part Number: RMS-BASE-T1  
Description: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE

Site License Includes:

RMS-BASE  
RMS-MAP-AW  
RMS-NTF  
RMS-ACCIDENT  
RMS-WIZ-BASE  
RMS-WIZ-CLIENT  
RMS-P&E  
RMS-BAR-HOST  
RMS-BAR-CLIENT  
RMS-CANINE  
RMS-CIVIL  
RMS-CCW  
RMS-CAPLUS  
RMS-DAILY-DAM  
RMS-GANG  
RMS-GENPERM  
RMS-INTELLIGENCE  
RMS-DOCSCAN  
RMS-LINK  
RMS-P2P  
RMS-PSD  
RMS-QTRMSTR  
RMS-RL  
RMS-RPRF  
RMS-INV-LEADS  
RMS-TRAIN  
RMS-SOFF  
RMS-RSW

Long Description: SunGard's Client Server Version of RMS (requires Microsoft's Windows Server 2003 or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module
- Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
- Case Management Module
- Daily Bulletin
- Employee Demographics Module
- Off Duty Employment Tracking Module
- Standard Traffic Citation Module
- Standard Traffic Warning Module
- Miscellaneous Cash Receipts Module
- State Specific IBR or UCR Reporting Module
- Field Contact Module

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Part Number: RMS-MAP-AW-T1  
Description: ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE

Long Description: Provides the ability to pin map locations from SunGard's Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

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Part Number: RMS-NTF-T1  
Description: NOTIFICATION MODULE

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data-related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

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Part Number: RMS-MJ-T1  
Description: MULTI-JURISDICTIONAL RMS OPTION

Long Description: This allows SunGard's Records Management System to store and retrieve records for multiple jurisdictions using one server.

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Part Number: RMS-ACCIDENT-T1  
Description: BASIC ACCIDENT MODULE

Long Description: The Accident module provides the ability to capture basic crash-related data elements and crash diagrams from accidents and replicate the information to the primary state specific form for printing.

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Part Number: RMS-WIZ-BASE-T1

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

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Part Number: RMS-WIZ-CLIENT-T1

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the Accident Drawing Wizard per workstation license. Visio 2003 standard edition or higher is required on each workstation or laptop.

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Part Number: RMS-P&E-T1

Description: PROPERTY AND EVIDENCE MODULE

Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware are available separately.

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Part Number: RMS-BAR HOST-T1

Description: BAR CODING SERVER LICENSE

Long Description: Bar-Coding Host allows client to communicate to host server and the Property and Evidence module.

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Part Number: RMS-BAR-CLIENT-T1

Description: BAR CODING HAND-HELD CLIENT LICENSE

Long Description: SunGard's Bar-coding Client Software allows for the following business functions within the Property & Evidence module: Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions. License is per workstation.

---

Part Number: RMS-CANINE-T1

Description: CANINE TRACKING MODULE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This module participates in the existing RMS security model, allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity.

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Part Number: RMS-CIVIL-T1

Description: CIVIL PROCESSING MODULE

Long Description: The Civil Processing module houses records of civil process paperwork. This includes entry and management of civil papers, assignments to officers, letters to responsible parties and the collection of fees, processing of charges for service, etc. While the module is not specific to each state, the module is so designed to allow the user to enforce certain rules and procedures.

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Part Number: RMS-CCW-T1

Description: CONCEALED WEAPONS REGISTRATION MODULE

Long Description: The Concealed Weapon Permit module allows the Customer to keep track of concealed weapon permit requests and issuance.

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Part Number: RMS-CAPLUS-T1

Description: CRIME ANALYSIS PLUS.NET MODULE

Long Description: Reach beyond elementary pin mapping with SunGard's Crime Analysis Plus.NET. Users connect incident data with digital maps to perform robust analysis designed to meet your agency's crime analysis objectives. Get meaning from all of that data with a robust analysis toolbox that includes static and animated heat maps, statistical summaries and geographic summaries of incident data. Leverage base maps from Google, ESRI REST/WMS services, Bing, Yahoo and NOAA Weather Services to extend your location data resources. Through options to deploy Crime Analysis + desktop, lite or mobile versions the agency can organize and customize information into books and pages for each law beat, district, special project task force or workflow need to consume RMS or CAD data.

Deployment of the Mobile version requires deployment to a Webserver that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department can provide server specs and pricing as needed.

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Part Number: RMS-DAILY-DAM-T1

Description: DAILY ACTIVITY MODULE

Long Description: The Daily Activity module within the SunGard MFR and SunGard RMS software applications records all activities an officer performs during the work shift. At the end of the work shift, the daily activity record is submitted from SunGard's MFR and the data is transferred to the production SunGard RMS database.

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Part Number: RMS-GANG-T1

Description: GANG TRACKING MODULE

Long Description: The Gang Tracking module collects names and information associated with the various gangs, including members, associates, and locations. This module also has the capability to separately record gang activity and events. The module comes with a Gang Dashboard, allowing the user to visualize gang members and related activities.

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Part Number: RMS-GENPERM-T1

Description: GENERIC PERMIT MODULE

Long Description: This module provides the ability to record application and status of various permits as applied for by citizens. Module tracks payment of permits and enforces local agency policies for the issuance of permits.

---

Part Number: RMS-INTELLIGENCE-T1  
Description: INTELLIGENCE MODULE

Long Description: The RMS Intelligence module allows tracking of a master intelligence investigation and associate multiple activities associated with the master investigation. Activity records accommodate activity types such as surveillances, drug buy/sales, etc. Each activity contains related names, vehicles, and master phone database entries. Intelligence participates in the notification subsystem, system attachments, and the involvement subsystem. Enhanced security exists ,hiding involvement summary from users not authorized to access the Intelligence module components.

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Part Number: RMS-DOCSCAN-T1  
Description: DOCUMENT SCANNING AND STORAGE

Long Description: Allows the Customer to scan documents using a SunGard approved scanner and store the image associated with the currently viewed SunGard record. The stored document will allow areas to be marked confidential and blocked from view; "sticky notes" may also be added. SunGard will provide a list of supported scanners at the request of the agency.

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Part Number: RMS-LINK-T1  
Description: LINK ANALYSIS MODULE

Long Description: The Link Diagramming Analysis module allows investigators and crime analysts to construct and view diagrams of RMS data. Users of this module can easily export Names, Incidents, Vehicles, etc. to a graph where the Link Analysis Engine optimizes the objects and their relationships for analysis and viewing. While this module is tightly linked with RMS functionality, this tool can also act as a stand alone case analysis or brainstorming tool, placing valuable information in a structured format for presentation to others with better organization than manual methods.

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Part Number: RMS-P2P  
Description: POLICE TO POLICE INTERNET DATA SHARING

Long Description: SunGard's Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their Records Management System while maintaining complete control over their own RMS.

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Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard.
- Each site must have a constant internet connection to a Windows 2000 Workstation or server (minimum 256kbps Bandwidth), not a dial-up to host their data.
- Each site must provide PCAnywhere access to the desktop of the server above for SunGard to support via the Internet.

---

Part Number: RMS-PSD-T1  
Description: PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE

Long Description: The Professional Standards (Internal Affairs) module (PSD) allows the Customer to track civilian and sworn individuals involved in professional standard investigations. The module allows categorization for all types of PSD investigations and provides specific data collection tools for Use of Force, Vehicle Pursuits, and Traffic Accidents involving departmental vehicles. The module provides a high level of security, including the encryption of key data within the Customer's relational database.

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Part Number: RMS-QTRMSTR-T1  
Description: QUARTERMASTER MODULE

Long Description: The Quartermaster module facilitates tracking inventory maintenance for agency definable property items issued by the agency. The module has both an inventory maintenance component and an ordering user interface, allowing individual officers to request specific equipment needs. Inventory items may include disposable (or issue-once) items such as t-shirts and other clothing items or returnable, serialized property items such as weapons, bullet proof vests, etc. The module utilizes bar code technology to facilitate the order filling process, generate reports on items at or below reorder point, track historical inventory issuance per item, and track preferred vendor information for each item. SunGard's Barcoding licensed separately.

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Part Number: RMS-RL-T1  
Description: REMOTE LINEUP APPLICATION

Long Description: The Remote Lineup Application allows users to create an 8 Image Lineup within RMS and have the images and miscellaneous lineup information sent to a remote workstation/laptop to facilitate the lineup process while disconnected from the network. Information about the lineup (witness/victim shown to, date/time shown, location, others present, etc.) is collected in conjunction with the lineup procedure. The witness/victim may interactively make their suspect selection or make no selection. Results of the lineup may be transferred from the laptop back to RMS for archive purposes.

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Policies from the NC Actual Innocence Commission are enforced with this application.

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Part Number: RMS-RPRF-T1  
Description: TRAFFIC STOPS (RACIAL PROFILING) MODULE

Long Description: This module allows officers to document required traffic stop information. Each agency's data collection form must be approved by Product Management.

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Part Number: RMS-INV-LEADS

Description: INVESTIGATIVE LEADS MODULE

Long Description: The SunGard Public Sector Investigative Leads Management module is available for the Records Management System (RMS) and Mobile Field Reporting (MFR) applications. The purpose of this module is to track investigative leads, tips on criminal activity, and follow-up activities that may or may not be under investigation by an agency. This module allows users to add leads, inventory case-related leads, and review/record dispositions. After an Investigative Lead record is established, users can add activities, notes, and findings related to follow-up investigation by adding tracking entries in RMS or MFR.

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Part Number: RMS-TRAIN-T1

Description: TRAINING MODULE

Long Description: The Training module records employees' training history within the agency, including courses taken, earned certifications, including re-certification tracking, and earned titles.

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Part Number: RMS-SOFF-T1

Description: SEX OFFENDER MODULE

Long Description: This non-state specific module allows for the registration and agency reports of sex offenders. It allows for various classification levels and various re-registration rules.

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Part Number: RMS-RSW-T1

Description: RESIDENTIAL SECURITY WATCH MODULE

Long Description: This module records residential establishments or other locations that need special monitoring. The results of officer's patrol activities are recorded for each special location. Module interfaces with SunGard's CAD System to notify Communicator of existing active Residential Security Check at a particular location.

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Part Number: INT-OPSRMS

Description: OPS RMS

Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard-provided Records Management System. The application provides a secure method for a Customer to search Names, Vehicles, Accidents, Warrants, Pawn, Incidents, Gangs and Property information.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

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Part Number: OSSC0-EXTSET

Description: ONESolution State Connect Extended Set

Long Description: SunGard will provide the ability to communicate with MULES with MKE's that will allow for the Entry, Modification, and Clearance of Missing and Wanted persons, Vehicles, Articles, and Guns. Although all communications will be with MULES, by the nature of the MKE in use some items will be passed on to NCIC by the MULES system. We will receive SID and NIC numbers back from MULES as appropriate. If the pertinent information has been entered into SunGard's ONESolution RMS, the data being placed into the MULES entry will be done through our interface that pulls that data directly from RMS

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Part Number: RMS-CUST-MOD

Description: KARPEL INTERFACE

Long Description: SunGard will provide a two-way interface to send and receive data between ONESolution RMS and the Karpel software used by the Prosecutor's Office. Incident and related Arrest data will be exported from ONESolution RMS in XML format and will include details such as the Case #, Investigating Officer, Arrest information, as well as all related names and associated demographic information. The exact data elements that will be sent to Karpel will be defined in a formal statement of work. Updates to related Arrest data from Karpel will be imported by ONESolution RMS. This will include updating the related Arrest Charge Disposition, Arrest Charge Date, Arrest Charge Docket #, and Arrest Charge Court.

The XML export file will also include a URL that will retrieve the incident record in OpsRMS, SunGard's Internet-based application. SunGard will construct this URL so that the user is limited to viewing data in OpsRMS related to the specific case # and would not provide the user the means to search for other records within the OpsRMS website. This would provide the customer the means to view all associated involvements to the case (arrests, citations, etc), print these reports, view attachments, etc. but restrict access to records that do not have a system involvement to the case

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Part Number: RMS-CUST-MOD

Description: MO PC AFFIDAVIT FORM

Long Description: SunGard will develop a two page PD Affidavit sub-module to be launched from a tab within the Arrest module. The PC Affidavit will allow officers to select an offender from the arrest record and enter free text narratives where applicable to complete pre-defined statements per the provided Probable Cause Statement document. The arrestee's name will auto populate the PC Affidavit. Page two of the document will populate with information to include: name, demographics, employer, height, weight, physical characteristics, tattoo description and location, charge and signature lines for the requesting and approving officers will require manual signatures. PC Affidavits will be linked and saved with the arrest record. Completed PC Affidavits can be printed from the PC affidavit sub-module if a compatible printer is installed and configured for printing. No additional fields or signature capture functionality will be added to the Arrest module to support the affidavit of probable cause.

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Part Number: RMS-CUST-MOD

Description: RMS STARS INTERFACE

Long Description: SunGard will provide the functionality which allows the agency to submit accident reports to the state electronically. The data is checked for errors before it is marked for submission. Once all errors are cleared an ASCII text file, a PDF of the crash forms and a PDF of the crash diagram files is created in a specific directory. The agency is responsible for moving the files to the State of Missouri LETS system.

---

Part Number: RMS-PROJ-MGNT

**Description: PROJECT MANAGEMENT FOR RMS**

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

---

**Part Number: RMS-INST**

**Description: BASE RMS SOFTWARE INSTALLATION CHARGES**

Long Description: Six and a half (6.5) days of services related to RMS server and application installation. Includes setting up the server with ONESolution and appropriate databases, as well as installation and initial configuration of RMS, P2P, and standard interfaces. Includes initial data audit. Also includes the on-site installation of RMS on 5 workstations during a knowledge transfer session with the Client

---

**Part Number: RMS-IMPL**

**Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES**

Long Description: Fourteen (14) days of services for RMS implementation, consisting of: Three periodic RMS data audits, in which SunGard reviews and provides feedback on the Client's progress in configuration the application (4 days total). four (4) days of advisory consultation to assist the Client with RMS questions and requests throughout the project. Three (3) SunGard resources (1 RMS consultant, 2 trainers) for two days each of on-site Go Live support. Support to be provided during standard weekday business hours (7 am-7 pm) and not to exceed 8 hours per resource in a 24-hour period

---

**Part Number: RMS-MNT-TRN**

**Description: RMS MAINTENANCE TRAINING**

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables.

Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

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**Part Number: RMS-TTT-TRN**

**Description: RMS TRAIN THE TRAINER TRAINING**

Long Description: Eight (8) days of on-site training, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training and assistance designed to prepare agency training staff for conducting RMS User Training.

Maximum number of participants = 6.

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**Part Number: RMS-USR-TRN**

**Description: RMS USER TRAINING**

Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

---

**Part Number: RMS-DET-TRN**

**Description: RMS TRAINING FOR INVESTIGATORS**

Long Description: This course is intended for law enforcement investigators and detective supervisors who will be using RMS to track and manage cases. Class focuses on case management, searching in all RMS modules, and Investigator Dashboard.

Training includes 2 classroom days, plus 1 day of SunGard trainer class preparation and follow-up.

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**Part Number: RMS-ADD-TRN**

**Description: RMS ADD-ON MODULE USER TRAINING**

Long Description: RMS-P2P	1/2	Day
RMS-ACCIDENT	1/2	Day
RMS-BAR-CLIENT	1	Day
RMS-CANINE	1/2	Day
RMS-CAPLUS	1/2	Day
RMS-CCW	1/2	Day
RMS-CIVIL	1	Day
RMS-DAILY-DAM	1/2	Day
RMS-DOCSCAN	1	Day
RMS-GANG	1	Day
RMS-GENPERM	1/2	Day
RMS-INTELLIGENCE	1/2	Day
RMS-INV-LEADS	1/2	Day
RMS-LINK	1/2	Day
RMS-NTF	1	Day
RMS-P&E	1	Day
RMS-PSD	1 1/2	Days
RMS-QTRMSTR	1	Day
RMS-RL	2	Days
RMS-RPRF	1/2	Day

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Part Number: RMS-OVR-TRN

Description: RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING

Long Description: A high-level overview of the Records Management System intended for administrative users, command staff, and specialty module users. Designed to raise awareness of key application features and functions for personnel who may need to perform searches or generate reports but will not be routinely entering data in core RMS modules. Class duration = up to 1 day on-site.

---

Part Number: RMS-MGL

Description: ONESolution RMS Mock Go Live

Long Description: SunGard and the client will jointly perform a mock Go-Live to exercise the ability to simulate and validate business workflow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a prerequisite deliverable.

---

Part Number: RMS-DATACNV-HTE

Description: DATA CONVERSION FROM HTE

Long Description: SunGard will convert data from the following CRIMES modules to the corresponding RMS module:

Master Names  
Incident  
Adult and Juvenile Arrest  
Evidence  
Field Interview  
Citation  
Accident  
Warrant  
Pawn Shop

In addition, SunGard will convert Customer's CAD calls for service records to the RMS Calls for Service Module.

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

---

Part Number: RMS-DATACNV-ITXMUG

Description: DATA CONVERSION FROM ITX MUGSHOT

Long Description: This service is a one-time conversion of mugshot images from the ITX system to the RMS/JMS for HTE CRIMES customers. The conversion will result in the attachment of mugshot images to the Master Name record created from the name import from CRIMES.

Requirements:

The agency must provide the index linking the name record to the image.

Combined images will need to be split into two separate images: front and profile.

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

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Part Number: INT-OPS-INST

Description: OPCENTER INSTALLATION

Long Description: Includes two (2) days of services related to installation of OpCenter, consisting of server installation, followed by installation and configuration of the OpCenter application.

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Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

Long Description: Webinar for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = 1 day.

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Part Number: RMS-CUST-MOD

Description: BOONE COUNTY JAIL2JAIL INTERFACE

Long Description: SunGard will provide a bi-directional SQL data queue that will connect Columbia PD and Boone Sheriff RMS systems. The purpose of the queue will be to transfer arrestee information from Columbia PD to the Boone Sheriff JMS booking queue so that the Jail can see inbound arrestees and transfer those arrestees into a booking record when ready for processing. It will contain name, demographic information, Arrest / Charge data and Master Name ID. The Boone Jail Staff will be able to call this data on demand during a booking to be used in their JMS software. Once a Mugshot(s) have been taken in the Boone JMS system, they will be transferred to a SQL table for an on demand import into the Columbia PD RMS system. The returned data will include the original name, demographic information, Arrest / Charge data and Master Name ID that was sent from our originating arrest data. Additionally, a mugshot, or all mugshots taken during the booking session, will be returned with each record. SunGard will provide a tool set in our RMS to retrieve and verify the data and import and associate the mugshot(s) to our Master Name Record as well as copy and pastes update demographic information into the Columbia RMS system

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Part Number: RMS-CUST-MOD

Description: CONCEALED WEAPONS CARRY

Long Description: SunGard will modify the Concealed Carry Module in RMS by adding the ability for the user with message switch access, to right-click on the CCW applicants name to perform a QMP transaction against the State of Missouri M.U.L.E.S. database

---

Part Number: JMS-BASE-5  
Description: JAIL MANAGEMENT SYSTEM MODULE - SITE LICENSE

Site License Includes:

JMS-BASE  
JMS-MUG  
JMS-MS DISPLAY  
JMS-INT-STATE-LIVESCAN  
JMS-HH-WATCH  
JMS-INT-KFEBASIC  
JMS-INT-VINE  
JMS-HH-MOVE  
JMS-IPAC-MEDS  
JMS-INT-PHN-SECURS

Long Description: Includes:

On Line Booking (intake)  
Central Names Interface  
Automated Wants and Civil Checks  
Initial Inmate Screening - Medical and Suicide  
Risk Assessment  
Arrest Information  
Bond Information  
Property Management  
Integration with Mugshot System  
Inmate Tracking  
Court List Generation  
Scheduled Events Management (Court, Medical Appointment, etc.)  
Holds  
Facility Capacity Agency and Occupancy  
Inmate Cash Accounts  
Payment History  
Medical Cost Tracking  
Criminal History

---

Part Number: JMS-MUG-1  
Description: MUGSHOT CAPTURE STATION SOFTWARE

Long Description: This is the software that allows for the capturing and viewing of mugshots from one workstation. SunGard requires that this workstation is dedicated solely for mugshot capturing and no other software is loaded on the PC. SunGard's specialized capture board is required. SunGard recommends three-point lighting and 18% flat gray background that follow the FBI's new NIST standards. The Customer must additionally acquire a mugshot capture station from SunGard.

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Part Number: JMS-MS DISPLAY-5  
Description: MUGSHOT DISPLAY SOFTWARE LICENSE

Long Description: This allows the Customer to view mugshots and create line-ups.

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Part Number: JMS-INT-STATE-LIVESCAN  
Description: STATE LIVESCAN INTERFACE

Long Description: This is SunGard's LiveScan (CardScan) interface module. This interface passes the arrest portion of the booking record from SunGard's application software to the LiveScan (CardScan) device to eliminate redundant data entry. The LiveScan device must be on the local LAN, and based on state requirements, this may require the Customer to install a second NIC in the LiveScan device. SunGard has not included the cost for that card or service for the second NIC installation. Listed below is an inventory of Customer's responsibilities:

Customer is responsible to provide network connection for the LiveScan device to the State Agency.

The Customer must verify that the LiveScan vendor has the LiveScan computer set up to receive demographics transfer. In most cases the LiveScan vendor charges for these services and for the associated interface software. These are all the responsibilities of the Customer and are not included in this Proposal/Contract.

Customer must be able to "ping" the LiveScan device on the Windows 2000, or higher, network prior to SunGard delivering the LiveScan Interface Software.

Customer must provide a toll-free number, IP address, user login name and user password to access the LiveScan network using TCP/IP.

Customer must provide all hardware, modem, PC, phone lines and any other required equipment or software to connect to the associated State Department for the LiveScan Interface.

Customer must have completed and certified the above mentioned items. Customer is responsible for all technical resources to meet these requirements.

Customer must coordinate with the State departments to support these efforts and testing these interfaces.

If multiple trips are required because the Customer or other involved party did not complete their tasks, the Customer will be required to reimburse SunGard for the additional travel and living expenses.

SunGard OSSI is only providing SunGard OSSI's software and related implementation services.

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Part Number: JMS-HH-WATCH

Description: HAND HELD SPECIAL WATCH MODULE

Long Description: This module extends the usability of the JMS special watch module, allowing correction officers to record special watch observations away from a workstation. With the handheld interface, special watch records can be downloaded to the handheld device. Once special watch observations are completed, they can be uploaded into the JMS special watch module observation log as permanent record.

This requires an approved Pocket PC device. Please consult product management to determine approval of the specific Pocket PC device desired to be used.

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Part Number: JMS-INT-KFEBASIC

Description: KEEFE COMMISSARY INTERFACE - BASIC

Long Description: This is a one-way interface between the JMS Commissary Module and Keefe Commissary Co. Once inmate commissary orders are entered into the JMS Commissary Module, the orders are then transferred to Keefe to be filled.

This interface requires the additional licensing of the JMS Commissary Module.

---

Part Number: JMS-INT-VINE

Description: JMS VINE INTERFACE

Long Description: This interface allows participation in the nationwide VINE (Victim Information Notification Everyday) network. Complete inmate records are sent to VINE on a schedule determined by the agency. This timely reporting ensures the current inmate information is always available to the VINE program.

---

Part Number: JMS-HH-MOVE

Description: HAND HELD MASS MOVEMENT MODULE

Long Description: The JMS Handheld Mass Movement module permits jailers to utilize the inmate wrist band bar-coding system and move groups of inmates. A Windows Mobile device with a built in bar code reader is used to scan inmate wrist bands. The application will then display a picture of the inmate and warn of possible enemies in the move to location. Once all the inmates for a given location have been scanned, the device is placed back in its cradle and synchronized with the JMS application. Logging of the transactions update the appropriate Inmate Logs in JMS.

Required Hardware: Unitech PA500 Windows Mobile 5 Handheld device with built-in barcode reader

Required Software: SunGard bar-coding package

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Part Number: JMS-IPAC-MEDS

Description: HAND HELD PC MEDICINE DISPENSATION MODULE

Long Description: The JMS Medication Module can interface to a handheld device. This interface allows downloading medication dispensing schedules to the handheld device. Jail personnel can then use the handheld device to record the results of dispensing medication as they are given anywhere in the facility. The interface displays the inmate's image, full name and cell location as well as the medication name, dosage and dispensing instruction. Once medications have been dispensed, the recorded information is uploaded into JMS and a permanent log of the transactions are created. This interface saves data-entry man-hours and increases the quality of the log data.

This module requires a Unitech or Compaq's iPAC model 3800 series or higher. Unless noted within this quote, SunGard has not included this device.

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Part Number: JMS-INT-PHN-SECURUS

Description: SECURUS (E-IMPORT) INMATE PHONE SYSTEM INTERFACE

Long Description: This is a one-way interface between JMS and the Securus (E-Import) Inmate Phone System. JMS passes information to Securus (E-Import) to activate an inmate phone privileges after a booking is completed and deactivate the inmate's privileges after release is completed.

---

Part Number: JMS-INT-GEN

Description: JMS GENERIC EXPORT INTERFACE

Long Description: The SunGard Public Sector JMS Generic Interface allows customers to enable communications between the Jail Management System and an outside vendor system. This interface has a number of customizable features which include the ability to select, sort and rename fields to be included in the output file, select output file format such as ASCII text or XML, select output file directory location and select the trigger to generate the file such as when a booking, re-booking or release occur.

---

Part Number: JMS-PROJ-MGNT

Description: PROJECT MANAGEMENT

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

---

Part Number: JMS-INST

Description: BASE JMS SOFTWARE INSTALLATION CHARGES

Long Description: Seven (7) days of service related to JMS installation and configuration of jail interfaces. Includes installation and initial configuration of JMS software and standard interfaces on the Customer server, as well as on-site installation of JMS on 5 workstations during a knowledge transfer session with the Customer.

---

Part Number: JMS-IMPL

Description: BASE JMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: Five (5) days of services for implementation of JMS, consisting of:  
Two (2) days for advisory consultation with Customer questions and requests throughout the project,

One JMS data audit, in which SunGard reviews and provides feedback on the Customer's progress in configuration the application (1 day).

One (1) SunGard resource to provide 2 days of on-site Go Live support. Support to be provided during standard weekday business hours (7 a.m.-7 p.m.) and not to exceed 8 hours in a 24-hour period.

---

Part Number: JMS-MNT-TRN

Description: JMS MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 3 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

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Part Number: JMS-TTT-TRN

Description: JMS TRAIN THE TRAINER TRAINING

Long Description: Up to Six (6) days of on-site training, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training, as well as assistance to agency instructors preparing to conduct JMS User Training.

Maximum number of participants = 6

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Part Number: JMS-USR-TRN

Description: JMS USER TRAINING

Long Description: Training for end-users (10 people max.) on base JMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 3 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

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Part Number: JMS-ADD-TRN

Description: JMS ADD ON MODULE TRAINING

Long Description: Training for Add-On JMS Modules to include:

\*\*\*LIST ADD ON MODULES INCLUDED\*\*\*

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Part Number: JMS-MGL

Description: ONESolution JMS Mock Go Live

Long Description: SunGard and the client will jointly perform a mock Go-Live to exercise the ability to simulate and validate business workflow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a prerequisite deliverable.

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Part Number: RMS-DATACNV-HTE

Description: DATA CONVERSION FROM HTE JALAN

Long Description: Overview

SunGard will perform a data conversion of specific module data from Customer's current system (SunGard HTE) into the corresponding modules within SunGard's ONESolution Jail Management System.

This scope of work describes the modules to be converted. A detailed scope of work will be created after SunGard performs a comprehensive data analysis and meets with Customer to discuss the results of this analysis.

Specifications

SunGard will provide the following to meet the needs of the Customer:

1. This data conversion effort includes conversion of the following legacy system modules into the corresponding

ONESolution JMS module:

- a. Master Names
- b. Alias, scars/marks/tattoos, Physical Descriptions
- c. Mugshot images
- d. Arrests
- e. Inactive booking records
- f. Inmate & Daily Log

SunGard will, wherever possible, convert legacy data elements into corresponding JMS data elements. If there is no corresponding JMS data element for a particular legacy data element, the legacy data may be loaded into the appropriate JMS notes field when it makes sense to do so. Alternatively, a text document can be created to store this data and attached to the appropriate module record. New data fields will not be created in SunGard's database to match data elements in the legacy system.

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Part Number: QTR-BCK

Description: Quartermaster Bar-Coding Kit  
Long Description: Quartermaster Barcode Scanning Solution  
- (1) Unitech PA520 Windows Mobile PDA with Barcode Scanner  
- (1) Unitech PA520 Device Cradle  
- (1) Unitech Capacitive Stylus for the PA520  
- (1) Symbol LS-2208 Handheld USB Wedge Scanner  
- (1) Sato Model CG408 Label Printer with Paper, Ribbon and USB cable  
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

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Part Number: OS-PSJ-PM  
Description: ONESolution Public Safety and Justice Project Management  
Long Description: None

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Part Number: INT-FTO-PREMISE  
Description: ONESOLUTION FIELD TRAINING ONLINE  
Long Description: None

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Part Number: INT-FTO-PREMISE  
Description: ONESOLUTION FIELD TRAINING ONLINE  
Long Description: None

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Part Number: RMS-CUST-MOD  
Description: Sex Offender Notification  
Long Description: SunGard will utilize our system Notifications to email an agency defined group when there are rule violations within the Sex Offender Module as it relates to overdue registrations. This would be based on current registered Sex Offenders within the module and rules that are date based.

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Part Number: RMS-CUST-MOD  
Description: PC Affidavit Electronic Signature  
Long Description: Imbed the Topaz signature feature in the MO PC Affidavit form

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Part Number: RMS-CUST-MOD  
Description: WARRANT REQUEST FORM  
Long Description:  
SunGard will provide the ability to print a Warrant Request form based on the sample provided by Columbia PD. The Warrant Request form will be available to print within the PC Affidavit sub-module in the MFR and RMS Incident modules in addition to the PC Affidavit document which was contracted in a separate quote. The following fields will be added to the PC Affidavit screen for the purposes of including the data on the Warrant Request form:  
" Warrant Request Number - Free form field  
" Related to Domestic Violence - Y/N toggle field  
" 3 checkbox fields to indicate which attachments are included with the Warrant Request  
" Additional Comments for Consideration narrative field.  
Data elements already included in the PC Affidavit sub-module may be used to populate other details on the Warrant Request form (Ex: Officer Name).  
Further details will be defined in a formal statement of work.

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Part Number: SAT-MWP  
Description: Mugshot Capture Workstation Package  
Long Description: Dell OptiPlex 9020 SFF Workstation  
- Windows® 7 Pro 64-bit (Includes Windows® 8 License & Media)  
- Intel® Core™ i5-4570 3.20GHz 4-Core CPU  
- 4GB RAM  
- 500GB 3.5" 7200RPM SATA Drive  
- Integrated Gigabit NIC  
- 8X DVD-ROM  
- Integrated Intel® HD Graphics 4600 (1DP & 1 VGA)  
- Dell P2014H, 19.5" Flat Panel Monitor (VGA/DVI/DP)  
- Dell AC511 USB Sound Bar for Dell Displays (Black)  
- Dell USB Keyboard and 2-Button Optical Mouse w/Scroll  
- Low Profile Serial Port Adapter  
- 3 Year ProSupport with 3 Year NBD Limited Onsite Service After Remote Diagnosis

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Frame Grabber USB Video Capture Card  
Sony EVI-D100P Digital Camera  
25' RCA Coax video cable  
25' Camera Control Cable

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Part Number: SAT-PEBCK  
Description: Local Property & Evidence Bar Coding Kit  
Long Description: Property and Evidence Barcode Scanning Solution  
- (1) Unitech PA520 Windows Mobile PDA with Barcode Scanner  
- (1) Unitech PA520 Device Cradle  
- (1) Unitech Capacitive Stylus for the PA520  
- (1) Symbol LS-2208 Handheld USB Wedge Scanner  
- (1) Sato Model CG408 Label Printer with Paper, Ribbon and USB cable  
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

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Part Number: TOP-SP  
Description: Topaz USB Signature Capture Device  
Long Description: Topaz Systems USB signature capture device for the SunGard OSSI bar-coding module. All hardware components include the manufacturer's warranty only.

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Part Number: UNI-PDA  
Description: Unitech Handheld PDA Device  
Long Description: Unitech PA520  
- Marvell PXA320 806MHz  
- Windows Embedded Handheld 6.5  
- 256MB SDRAM  
- 512MB Flash ROM  
- Bluetooth® 2.0 Wireless Connections  
- 3.5-inch QVGA TFT LCD Touch Screen  
- 6 keys + 1 navigation cursor  
- 1D Laser Scanner  
- AC Power Supply  
- USB Cradle and Charging Cable  
- Unitech Capacitive Stylus for the PA520  
- 2200 mAh 3.7 V Rechargeable Li-ion Battery  
- 3-Yr Comprehensive Coverage (Battery and Cradle Included)

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Part Number: TCH-INSTALL-BRCD  
Description: Implementation Services for Bar Coding Hardware  
Long Description: Installation and configuration of SunGard's Bar Coding Hardware.

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Part Number: TCH-INSTALL-MUG  
Description: Implementation Services for Mugshot Workstation  
Long Description: Installation and configuration of SunGard's OSSI Mugshot Workstation. The workstation will be shipped to SunGard for configuration and shipped to the customer site. SunGard will remotely assist the Customer with the site implementation unless on-site setup is specified in the contract.

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Part Number: SOC-PC  
Description: Socrata Public Connect  
Long Description:  
SOC-PC: SunGard Public Sector is only responsible for extracting and loading data currently stored in SunGard Public Sector software. Customer is responsible for providing extractable tables for Data not stored within or retrievable from a SunGard Public Sector product.

Socrata Software and Data Supplement. Socrata Subscriber Terms:

1. Subscriber is granted only a nonexclusive right to use and access the Socrata service (Service) up to the capacity purchased. The Service is provided by Socrata, Inc. ("Socrata") through SunGard Public Sector Inc. ("Reseller") to Subscriber. Herein, Socrata and Reseller are referred to collectively as "Provider".
2. Subscriber is granted a limited, nonexclusive, non-sublicensable, non transferable term license to access and use the Service and the online Socrata software applications made available by Socrata, if any, for use by Subscriber with the Service (Site Applications), including the right to load, store and display Subscriber Content (defined below) on the Service. Subscriber may not: operate or use the Service or the Site Applications on behalf of other entities or persons, other than as may be approved by Socrata; modify or otherwise make any derivative uses of the Service or the Site Applications, or any portion thereof; or use of the Service or the Site Applications other than for their intended purposes. Subscriber must use the Service and Site Applications in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Service and the Site Applications other than as specifically authorized, without the prior written permission of Socrata, is prohibited and may result in Provider terminating access.
3. Socrata regularly upgrades and updates the Service and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Subscriber to schedule and implement the changes. The changes may also mean that Subscriber needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Subscriber with advance notification in this case.
4. Subscriber must (i) maintain the security of Subscriber's password or key provided by Socrata to access and load Subscriber Content on the Service; and (ii) accept all risks of unauthorized access to the Subscriber Content or other information Subscriber provides to Socrata. Subscriber is responsible for all activity that occurs under Subscriber's account, and Subscriber should not share password with any third party. The Subscriber, using the Socrata user interface, will control access of users to private content.
5. Subscriber may not upload any content: (i) that is unlawful, libelous, defamatory, obscene, pomographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objection; (ii) that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or (iii) that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.
6. By posting any Subscriber Content, Subscriber represents and warrants to Provider: (i) that it has the lawful right to distribute and reproduce such Subscriber Content; (ii) that none of the Subscriber Content impersonates any person or entity or otherwise misrepresents Subscriber's affiliation with a person or entity; (iii) that none of the Subscriber Content is subject to any export control laws or regulations; (iv) that there are no unsolicited promotions, political campaigning, advertising or solicitations; (v) that the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security

numbers and credit card numbers is not provided or, with the prior written specific consent of Provider is provided with the authorization of such third party; (vi) there are no viruses, corrupted data or other harmful, disruptive or destructive files; and (vii) that the Subscriber Content that is not objectionable or which may expose Socrata or the users to any harm or liability of any type.

7. During the term of this Agreement, Subscriber grants Provider and their affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Subscriber Content (excluding the rights constituting publication for private Subscriber Content) on or in connection with the Service, for the provision of Services or to provide services to users. Once Subscriber Content is provided, Provider and user have a limited ability to control or delete such content.

8. During the term of this Agreement, Subscriber grants Provider and their affiliates a nonexclusive, royalty-free, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display private Subscriber Content solely in connection with Provider's provision of Services to Subscriber.

9. Subscriber grants Provider and their affiliates and sublicensees the right to display and use Subscriber's name, trademark and/or logos provided by Subscriber (Subscriber Marks) in connection with the Subscriber Content and the Service. All goodwill associated with Provider's use of the Subscriber Marks will inure to the benefit of Subscriber and Provider will comply with Subscriber's Trademark guidelines.

10. Provider takes no responsibility and assumes no liability for any Subscriber Content or user content posted, stored or uploaded to the Services by Subscriber or any third party, or for any loss or damage thereto, nor is Provider liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pomography or profanity that Subscriber and its end users may encounter. Subscriber's reliance on any content that it obtains through use of the Service and the Site Applications is at Subscriber own risk. Although Provider has no obligation to screen, edit or monitor any of the Subscriber content or other non-Provider provided content posted on the Service, PROVIDER RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SERVICE OR UPLOADED TO THE SERVICE AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE SUBSCRIBER TO DO THE SAME, AND SUBSCRIBER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY SUBSCRIBER CONTENT POSTED OR STORED ON THE SERVICE AT SUBSCRIBER'S SOLE COST AND EXPENSE. Any use of the Service and the Site Applications in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Subscriber's right to use the Service and the Site Applications.

11. THE SERVICE AND THE SITE APPLICATIONS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS WITHIN THE SERVICE. WHILE SOCRATA WILL ATTEMPT TO MAKE SUBSCRIBER'S ACCESS AND USE OF THE SERVICE AND SITE APPLICATIONS SAFE, PROVIDER CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE SITE APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE PROVIDER'S REASONABLE CONTROL.

12. Neither Reseller nor its suppliers are liable to the Subscriber for any indirect, consequential, incidental or special damages (including without limitation, lost profits and lost data, information or content) arising out of the use of the Service, regardless of the theory of liability (including negligence and strict liability).

13. The Service and Site Applications are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Service and Site Applications, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies.

14. Socrata, Inc. is an intended third party beneficiary of the contract between Reseller and the Subscriber.

15. Subscriber expressly agrees that it shall defend, indemnify and hold harmless Provider, their licensors and affiliates and their respective directors, officers and employees (the "Indemnified Group") from and against any claim, damage, loss, cost or expense (including reasonable attorney's fees) incurred by Provider or their licensors and affiliates arising out of or related to Subscriber's failure to comply with the provisions of these terms and conditions. Subscriber shall also indemnify and defend the Indemnified Group, from and against any claims, liabilities, and obligations (including reasonable lawyer's fees) by any third party against the Indemnified Group arising out of any person's use of the Subscriber Content or the Service and Site Applications in violation of the terms and conditions herein.

16. Subscriber Content means any datasets, discussion forums, and other interactive areas, features or services which Subscriber creates, posts or stores or uploads to the Service, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Subscriber has not designated as private.

---

Part Number: SOC-PC-L  
Description: Socrata Public Connect Launch Package Project Management  
Long Description: None

---

Part Number: SOC-PC-L  
Description: Socrata Public Connect Launch Package Implementation service  
Long Description: None

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

5th

day of

July


20 16

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

Now on this day the County Commission of the County of Boone does hereby release the Performance Bond #B1225114, from the Cincinnati Insurance Company in the amount of \$36,991.50. Said bond was issued on behalf of Stream's Edge Properties, LLC for stormwater improvements located at 555 Tradewinds Parkway, Columbia, MO 65201. The work has been completed as required. The original Commission Order accepting the Performance Bond is 544-2015.

Done this 5th day of July, 2016

ATTEST:

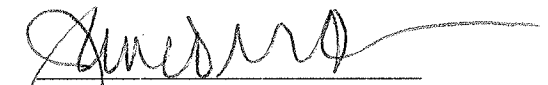
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

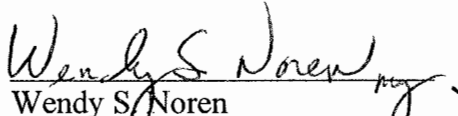
Term. 20 15

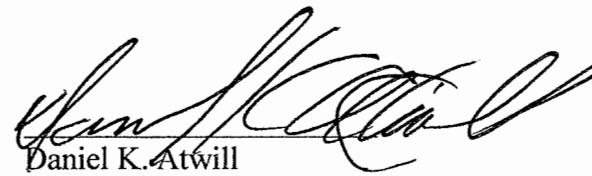
In the County Commission of said county, on the 17th day of November 20 15  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the attached Reduction of Performance Bond, #B1225114, from Cincinnati Insurance Company LLC on behalf of Streams Edge Properties LLC for Dayton Freight Trade Winds project located at 555 N. Trade Winds Parkway, Columbia, MO

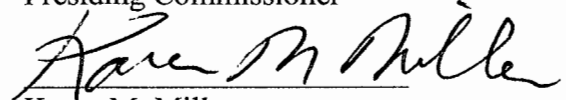
Done this 17th day of November, 2015.

ATTEST:

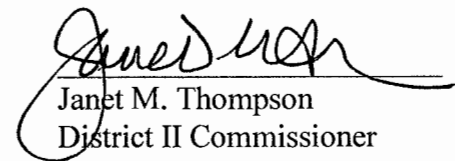
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,  
**Stream's Edge Properties, LLC, 6450 Poe Ave, Ste. 311, Dayton, OH 45414**

as Principal, hereinafter called Contractor, and The Cincinnati Insurance Company, P.O. Box 145496,  
Cincinnati, OH 45250-5496

a Corporation, organized under the laws of the State of Ohio

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in the amount of \$36,991.50 Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has procured a Land Disturbance Permit LD 1241 from the County of Boone

**Project Name: Dayton Freight Trade Winds Parkway, Trade Winds Parkway, Columbia, MO 65201**

and, as a condition of said Land Disturbance Permit, has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by the Boone County.

Whenever Contractor shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is actually completed on the subject site, or by October 28, 2016, whichever is later.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at

Dayton, Ohio on this 28th day of October, 20 15.

(SEAL)

Stream's Edge Properties, LLC

(Contractor)

BY: 

(SEAL)

The Cincinnati Insurance Company

(Surety Company)

BY: 

(Attorney-in-Fact)

Katherine J. Mahaffy

BY: 

(Missouri Representative)

Jennifer L. Salm, Missouri Licensed Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: The Cincinnati Insurance Company

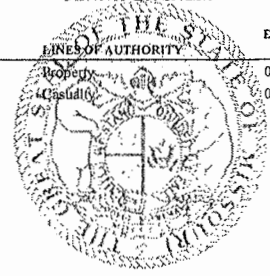
Phone Number: 513-870-2000

Address: P.O. Box 145496

Cincinnati, Ohio 45250-5496

License No: 8311574  
 State of Missouri  
 Insurance License  
 NPN: 1800839  
**JENNIFER SALM**

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	LICENSE EXPIRATION DATE
Producer	Property Casualty	01/29/2014	01/29/2016
		01/29/2014	



**JENNIFER SALM**  
 5400 ZACHARY LANE  
 RIVERSIDE OH 45424

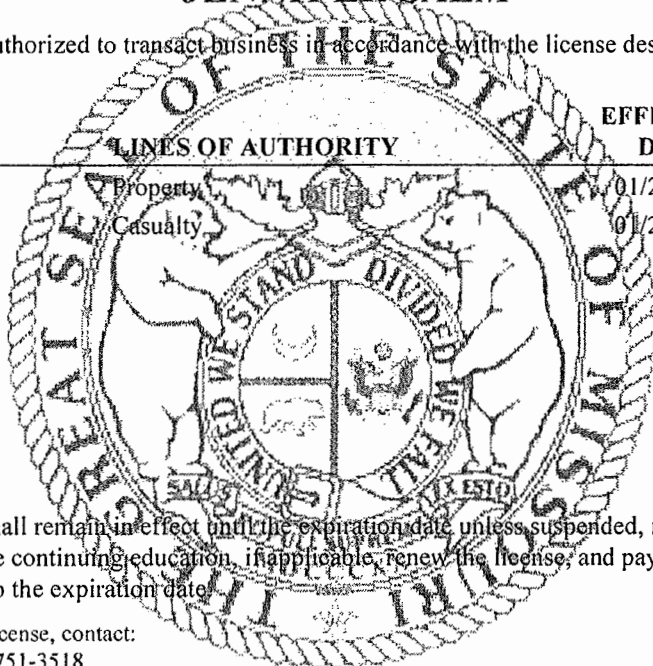
License No: 8311574

**State of Missouri  
 Insurance License  
 JENNIFER SALM**

NPN: 1800839

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	LICENSE EXPIRATION DATE
Producer	Property Casualty	01/29/2014	01/29/2016
		01/29/2014	



This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:  
 MO DIFP - Insurance 573-751-3518  
 or E-mail: [licensing@insurance.mo.gov](mailto:licensing@insurance.mo.gov)  
<http://www.insurance.mo.gov>

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

5th

day of

July


20 16

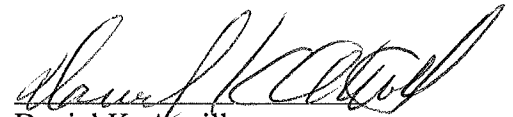
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby release the Irrevocable Letter of Credit #0151886-0299, from Central Bank of Boone County in the amount of \$67,076.00. Said bond was issued on behalf of Tompkins Homes and Development, Inc. for stormwater improvements located at Cedar Tree Lane, Hartsburg, MO 65039. The work has been completed as required. The original Commission Order accepting the letter of credit is 313-2013.

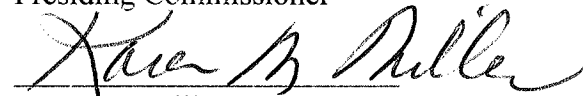
Done this 5th day of July, 2016

ATTEST:

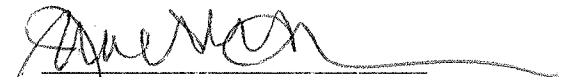
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 District II Commissioner



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
PHONE (573) 886-4330 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING


June 30, 2016

Central Bank of Boone County  
P.O. Box 678  
Columbia, MO 65205  
Attention: Dawn R. Shellabarger

Re: Bank Letter of Credit No.: 0151886-0299  
Dated: July 3, 2015  
In Favor of Boone County, Missouri on behalf of Tompkins Homes & Development, Inc.

This certificate authorizes reduction in the amount of \$67,076.00 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$0.00.

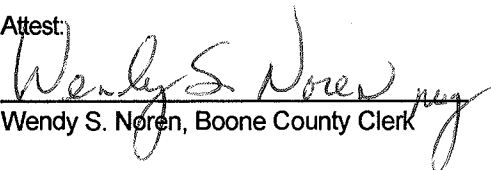
BOONE COUNTY, MISSOURI

By:   
Presiding Commissioner

APPROVED BY:

  
Stan Shawver, Director, Resource Management

Attest:

  
Wendy S. Noren, Boone County Clerk

Commission Order: 324-2016

263-2015

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

25th

day of

June

20 15

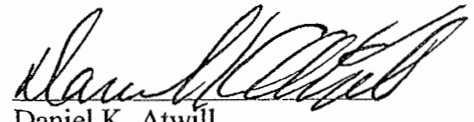
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached extension agreement and extension of the Letter of Credit No. 0151886-0299 between the County of Boone and Tompkins Homes and Development. The terms of the agreement are stipulated in the attached extension agreement. It is furthered ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

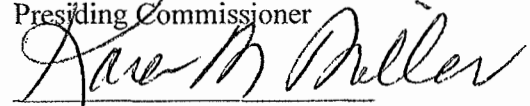
Done this 25th day of June, 2015.

ATTEST:

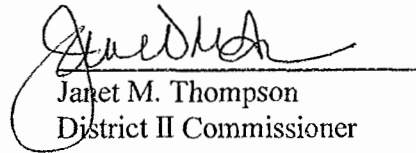
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**EXTENSION AGREEMENT**  
**\$67,076.00 Letter of Credit – Whitworth Hills**

THIS AGREEMENT, effective June 27, 2015, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and Tompkins Homes and Development, herein “Tompkins.”

WHEREAS, Tompkins is constructing a subdivision, Whitworth Hills, herein “Project”;  
and

WHEREAS, Boone County National Bank has issued an Irrevocable Letter of Credit to the County on behalf of Tompkins, dated June 27, 2013, in the amount of \$67,076.00 to secure stormwater improvements associated with the development; and

WHEREAS, said Stormwater Erosion and Sediment Control Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on June 27, 2015; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to June 27, 2016.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:


1. Commission Order 269-2014 and the Stormwater Erosion and Sediment Control Security Agreement dated July 1, 2013, approving infrastructure security in the form of a letter of credit in the amount of \$67,076.00, with an expiration date of June 27, 2015, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the June 27, 2013 Letter of Credit such that the new expiration date will be June 27, 2016.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated July 1, 2013, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.



**TOMPKINS HOMES & DEVELOPMENT:**

By:

  
\_\_\_\_\_

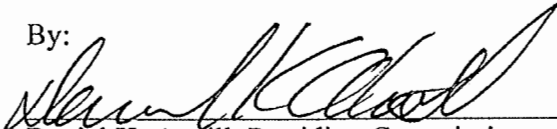
Printed Name: Mike Tompkins

Title: President

**BOONE COUNTY:**

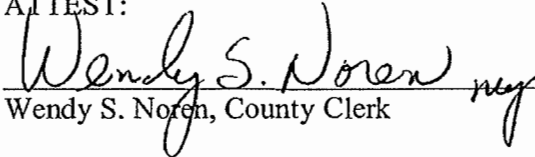
Commission Order: 269-2014

By:

  
\_\_\_\_\_

Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_

Wendy S. Noren, County Clerk

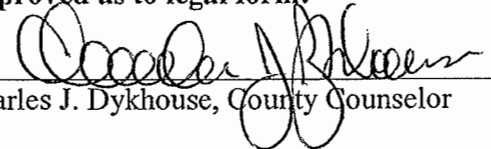
**APPROVED BY:**

  
\_\_\_\_\_

Stan Shawver, Director

Boone County Resource Management

**Approved as to legal form:**

  
\_\_\_\_\_

Charles J. Dykhouse, County Counselor

# Boone County National Bank



## AMENDMENT #1 TO IRREVOCABLE LETTER OF CREDIT NO. 0151886-0299

May 15, 2014

County of Boone  
Attn: Director, Resource Management  
801 E Walnut St, Room. 315  
Columbia, MO 65201

Ladies and Gentlemen,


As advised by Mike Tompkins on behalf of Tompkins Homes and Development, Inc., we hereby amend our Letter of Credit #0151886-0299 as follows:

Effective with this amendment:

- The final expiry date has been extended until June 27, 2015.

All other terms and conditions remain unchanged.

Sincerely,

  
Dawn R. Shellabarger  
Assistant Vice President

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 3rd day of June 20 14

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 extension agreement and extension of the Letter of Credit No. 0151886-0299 between the County of Boone and Tompkins Homes and Development. The terms of the agreement are stipulated in the attached extension agreement. It is furthered ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 3rd day of June, 2014.

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

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

**EXTENSION AGREEMENT**  
**\$67,076.00 Letter of Credit – Whitworth Hills**

THIS AGREEMENT, effective May 12, 2014, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and Tompkins Homes and Development, herein “Tompkins.”

WHEREAS, Tompkins is constructing a subdivision, Whitworth Hills, herein “Project”;  
and

WHEREAS, Boone County National Bank has issued an Irrevocable Letter of Credit to the County on behalf of Tompkins, dated June 27, 2013, in the amount of \$67,076.00 to secure stormwater improvements associated with the development; and

WHEREAS, said Stormwater Erosion and Sediment Control Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on June 27, 2014; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to June 27, 2015.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order 313-2013 and the Stormwater Erosion and Sediment Control Security Agreement dated July 1, 2013, approving infrastructure security in the form of a letter of credit in the amount of \$67,076.00, with an expiration date of June 27, 2014, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the June 27, 2013 Letter of Credit such that the new expiration date will be June 27, 2015.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated July 1, 2013, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

**TOMPKINS HOMES & DEVELOPMENT:**

By:



Printed Name:

M. J. Tompkins

Title:

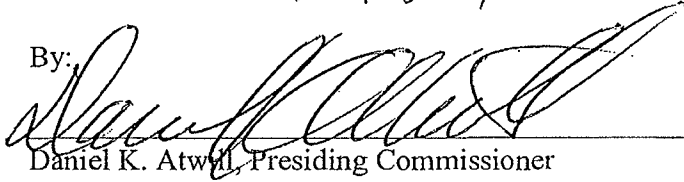
President

**BOONE COUNTY:**

Commission Order:

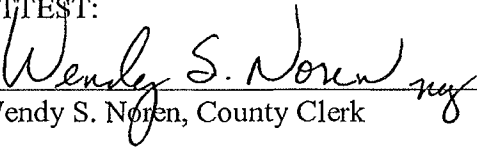
269-2014

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:



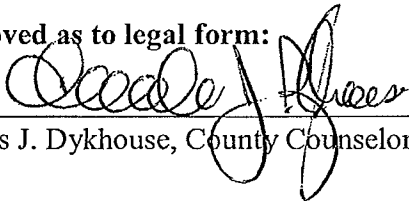
Wendy S. Noren, County Clerk

**APPROVED BY:**



Stan Shawver, Director  
Boone County Resource Management

Approved as to legal form:



Charles J. Dykhous, County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 11th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby accept the attached Stormwater Erosion and Sediment Control Security Agreement and Letter of Credit for Whitworth Hills. It is further ordered the Presiding Commissioner is hereby authorized to sign said Security Agreement.

Done this 11th day of July, 2013.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: July 1, 2013

Developer/Owner Name: Tompkins Homes & Development  
Address: 6000 S. Hwy KK Columbia, MO 65203

Development: Whitworth Hills

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Whitworth Hills. The SWPPP and ESC was prepared by Crockett Engineering Consultants on April 2, 2013.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 27<sup>th</sup> of June, 2014, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$67,076.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of xx months.
- Corporate surety bond issued to Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the letter of credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to June 27, 2014, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing the letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on June 27, 2014, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the letter of credit to the account then-designated by the Boone County Treasurer. If the total sum of the letter of credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

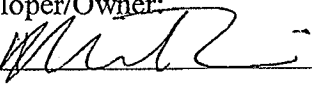


8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:


By: 

Printed Name: Mike Tompkins

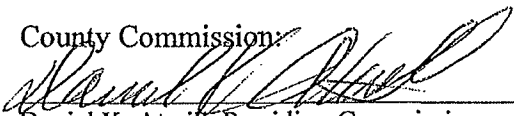
Title: President

**BOONE COUNTY, MISSOURI:**

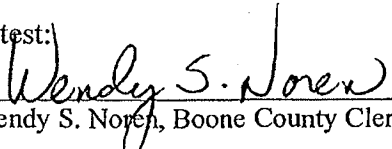
Department of Resource Management

  
Stan Shawver, Director Resource Management

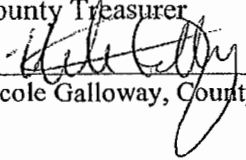
County Commission:

  
Daniel K. Atwill, Presiding Commissioner

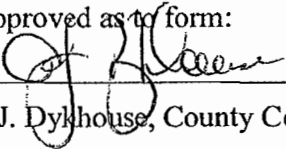
Attest:

  
Wendy S. Noren, Boone County Clerk *my*

County Treasurer

  
\_\_\_\_\_  
Nicole Galloway, County Treasurer

Approved as to form:

  
\_\_\_\_\_  
C.J. Dylhouse, County Counselor

# Boone County National Bank



IRREVOCABLE LETTER OF CREDIT

NO. 151886-0299

DATE: June 27, 2013

Amount: \$67,076.00

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the Boone County National Bank for the account of the Developer/Owner Tompkins Homes and Development, Inc., up to an aggregate amount of \$67,076.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Boone County National Bank Letter of Credit #151886-0299 Dated 06/27/13."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before June 27, 2014, provided further that upon such expiration, either at June 27, 2014, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to Boone County National Bank within the 60-day period prior to the then-effective date of expiration of this letter of credit.

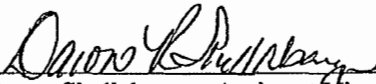
Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,

By:   
Dawn Shellabarger, Assistant Vice President

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

5th

day of

July

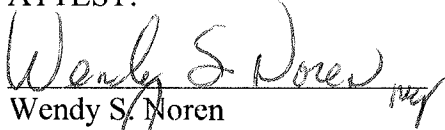
20 16

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

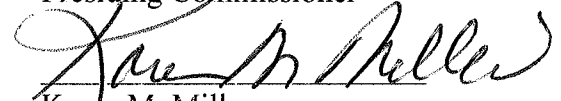
Now on this day the County Commission of the County of Boone does hereby approve the attached extension agreement and extension of the Letter of Credit No. 0382390-0499 between the County of Boone and Boone County Regional Sewer District. The terms of the agreement are stipulated in the attached extension agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.


Done this 5th day of July, 2016

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## **EXTENSION AGREEMENT**

### **\$27,082.50 Letter of Credit – Manchester Heights Wastewater System Improvements Project**

THIS AGREEMENT, effective April 22, 2016, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, herein “BCRSD” and Central Bank of Boone County, herein “Bank.”

WHEREAS, BCRSD is conducting a sewer project to construct a new sewer line to connect with the City of Columbia WWTP and close existing lagoons, the Manchester Heights Wastewater System Improvements, herein “Project”; and

WHEREAS, Bank has issued an Irrevocable Letter of Credit to County on behalf of BCRSD, dated April 22, 2015, in the amount of \$27,082.50 to secure stormwater improvements associated with the Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on April 22, 2016; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to April 22, 2017.


NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank of Boone County Letter of Credit dated April 22, 2015, in the amount of \$27,082.50, with an expiration date of April 22, 2016, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the April 22, 2015 Letter of Credit such that the new expiration date will be April 22, 2017.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

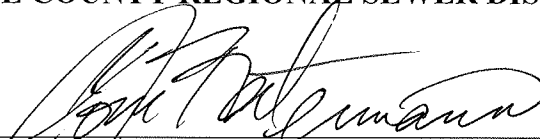
**CENTRAL BANK OF BOONE COUNTY:**

By:

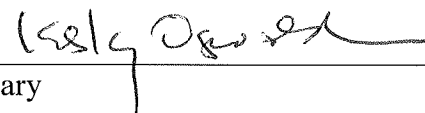
  
\_\_\_\_\_  
Dawn Shellabarger, Assistant Vice President  
Commercial Banking

**BOONE COUNTY REGIONAL SEWER DISTRICT:**

By:

  
\_\_\_\_\_  
Tom Ratermann, General Manager

ATTEST:

  
\_\_\_\_\_  
Secretary

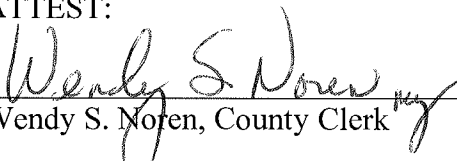
**BOONE COUNTY:**

(Commission Order : 325-2016 )

By:

  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner


ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk

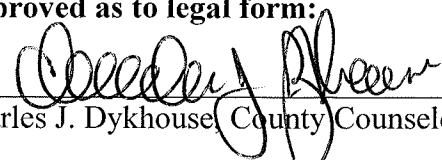
County Treasurer

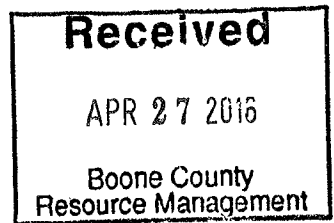
  
\_\_\_\_\_  
Tom Darrough, County Treasurer

**APPROVED BY:**

  
\_\_\_\_\_  
Stan Shawver, Director  
Boone County Resource Management

**Approved as to legal form:**

  
\_\_\_\_\_  
Charles J. Dykhouse, County Counselor



**AMENDMENT #1 TO IRREVOCABLE LETTER OF CREDIT NO. 0382390-0499**

April 14, 2016

County of Boone  
Attn: Director, Resource Management  
801 E Walnut St, Room. 315  
Columbia, MO 65201

Ladies and Gentlemen,

As requested by the County of Boone, we hereby amend our Letter of Credit #0382390-0399 for Boone County Regional Sewer District as follows:

Effective with this amendment:

- The final expiry date has been extended until April 22, 2017.

All other terms and conditions remain unchanged.

Sincerely,

Dawn R. Shellabarger  
Vice President



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ca.

                      
 November Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the 3rd day of November 20 15

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 Erosion and Sediment Control Security Agreement and Letter of Credit No. 0382390-0499 between the County of Boone and Boone County Regional Sewer District for the Manchester Heights Wastewater System Improvements. The terms of the agreement are stipulated in the attached security agreement. It is furthered ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 3rd day of November, 2015.

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

Janet M. Thompson  
 Janet M. Thompson  
 District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: October 15, 2015

Developer/Owner Name: Boone County Regional Sewer District  
Address: 1314 N. 7<sup>th</sup> St. Columbia, MO 65201

Development: Manchester Heights Wastewater System Improvements

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:


- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Manchester Heights. The SWPPP and ESC was prepared by TH&H, Inc on December 16, 2013.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 22<sup>th</sup> day of April, 2016, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$27,082.50, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to April 22, 2016, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on April 22, 2016, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
  6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
  7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
  8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
  9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: 

Printed Name: Tom Baternann

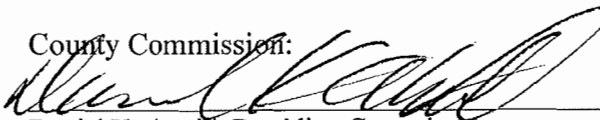
Title: General Manager

**BOONE COUNTY, MISSOURI:**

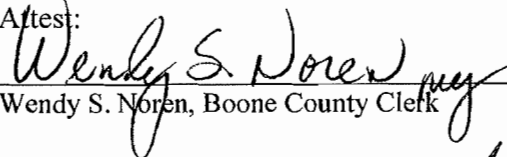
Department of Resource Management

  
Stan Shawver, Director Resource Management


County Commission:

  
Daniel K. Atwill, Presiding Commissioner

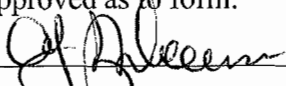
Attest:

  
Wendy S. Noren, Boone County Clerk

County Treasurer

  
Tom Darrough, County Treasurer

Approved as to form:

  
C.J. Dykhouse, County Counselor

# Boone County National Bank



## IRREVOCABLE LETTER OF CREDIT

NO. 0382390-0499

DATE: April 22, 2015

Amount: \$27,082.50

Re: Manchester Heights Waste Water System Improvement Project

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the **Boone County National Bank** for the account of the Boone County Regional Sewer District, up to an aggregate amount of \$27,082.50 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Boone County National Bank** Letter of Credit #0382390-0499 Dated 4/22/2015."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before April 22, 2016, provided further that upon such expiration, either at April 22, 2016, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Boone County National Bank** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,

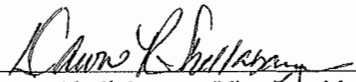
By:   
Dawn Shellabarger, Vice President Commercial Banking

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Boone County National Bank**  
720 E. Broadway  
Columbia, MO 65201  
Attention: Dawn Shellabarger, Vice President Commercial Banking

Re: Boone County National Bank Letter of Credit No.: 0382390-0499  
Dated: 4/22/2015  
In Favor of Boone County, Missouri on behalf of Boone County Regional  
Sewer District for Manchester Heights Waste Water System Improvement  
Project

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Boone County National Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 0382390-0499 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$\_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director Resource Management

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk  
Commission Order: \_\_\_\_\_

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Boone County National Bank**  
**720 E. Broadway**  
**Columbia, MO 65201**  
**Attention: Dawn Shellabarger, Vice President, Commercial Banking**

Re: Boone County National Bank Letter of Credit No.: 0382390-0499  
Dated: 4/22/2015  
In Favor of Boone County, Missouri on behalf of Boone County  
Regional Sewer District for Manchester Heights Waste Water System  
Improvement Project

Gentlemen:

This certificate authorizes reduction in the amount of \$ \_\_\_\_\_ of the above letter of credit.  
The remaining maximum available credit for this letter of credit is \$ \_\_\_\_\_.

BOONE COUNTY,  
MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Planning & Building

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

Order: \_\_\_\_\_

Commission



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

5th

day of

July

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Conference Rooms 306, 311 and 332 by U. S. Senator Claire McCaskill for one-on-one meetings for constituents with Senate Staff for July 27, 2016 from 10:45 a.m. to 2:00 p.m.

Done this 5th day of July, 2016.

ATTEST:

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

Daniel K. Atwill

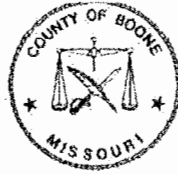
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: U.S. Senator Claire McCaskill  
Address: 28 North 8th Street Suite 500  
City: Columbia State: MO ZIP Code: 65201  
Phone: 573-442-7130 Website: mccaskill.senate.gov

Individual Requesting Use: Kyle Klemp Position in Organization: Staff Insurance

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic  Room 306

Event: Boone County Office on the Road

Description of Use (ex. Speaker, meeting, reception): One-on-one meetings for constituents with Senate Staff

Date(s) of Use: July 27th, 2016

Start Time of Setup: 10:45 AM AM/PM Start Time of Event: 11:00AM AM/PM

End Time of Event: 1:45 PM AM/PM End Time of Cleanup: 2:00 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Kyle Klemp, Staff Assistant

Phone Number: 573-442-7130 Date of Application: June 29th, 2016

Email Address: kyle\_klemp@mccaskill.senate.gov

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noew  
County Clerk

BOONE COUNTY, MISSOURI

Roger B. Wilson  
County Commissioner

DATE: 7-5-16

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

5th

day of July

20 16

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

Now on this day the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
August Nielsen	Library Board	July 1, 2016 through June 30, 2020

Done this 5th day of July, 2016.

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

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

Dan Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet Thompson, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 - FAX 573-886-4311  
E-mail: commission@boonecountymo.org

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Library Board  
Name: August Nielsen  
Home Address: 1001 Dolly Varden Dr.  
City: Columbia Zip Code: 65203  
Business Address: 1400 Veterans United Dr.  
City: Columbia Zip Code: 65203  
At which address would you prefer to be contacted?       
E-mail: anielsen@veteransunited.com  
Phone (Home): 573 200 1611 Phone (Work):                       
Fax:                     

### Qualifications:

4/08-present Human Resources Director Veterans United Home Loans, Columbia, MO 1/05-4/08  
Corporate Recruiter Shelter Insurance Companies, Columbia, MO

### Past Community Service:

United Way Loaned Executive, 2001, Job Point Board of Directors 2012-2015

### References:

Amanda Andrade Chief People Officer, Veterans United Home Loans (573) 876-2600 x3919  
Jerry Taylor Retired CEO, MFA Oil (573) 876-2600 x4870  
Lyle Johnson, Vice President & Market Executive, The  
Commerce Trust Company (573) 886-5275

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

\_\_\_\_\_  
Applicant Signature

Return Application  
To:

Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311

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