

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

23rd

day of

June

20 16

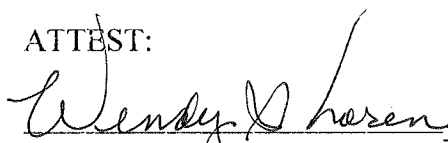
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the MiCTA Member Participation Agreement Cooperative Contract 138AN-TISA2013-0416 to purchase the telephone system for the Emergency Communication Center from CenturyLink.

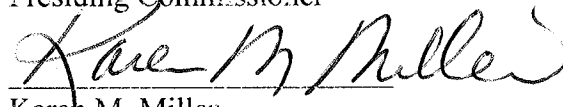
The terms of the Cooperative Contract are stipulated in the attached Membership Participation Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said MiCTA Member Participation Agreement and CenturyLink Scope of Work

Done this 23rd day of June, 2016.

ATTEST:

  
Wendy S. Noren *DKB*  
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

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** June 8, 2016  
**RE:** Cooperative Contract: *138AN-TISA2013-0416 – MiCTA Member Participation Agreement for Telephone System at the Emergency Communication Center*

Attached for signature is the MiCTA Member Participation Agreement that allows us to utilize the MiCTA telephone technology agreements. Aron Gish, Information Technology Director will be using MiCTA cooperative contracts to purchase the telephone system for the Emergency Communication Center from CenturyLink.

This agreement is to allow us to utilize the MiCTA agreements. There is no Purchase Order to process at this time.

**cc:** Contract File  
Karen Miller, Commission  
Frank Kirk, Mission Critical Partners  
Chad Martin, Patricia Schreiner, Joint Communications  
Aron Gish, Information Technology

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MiCTA MEMBER PARTICIPATION AGREEMENT

Commission order # 298-2016  
Contract # 138AN-TISA 2013-0416  
5-7-14- 5-6-19

This CenturyLink Loyal Advantage MiCTA Member Participation Agreement or MiCTA Member Participation Contract (collectively "Agreement") is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and BOONE COUNTY PURCHASING a MiCTA member ("Customer" or "Member") and is effective on the date the last party signs it ("Effective Date"). The provision of Service under this Agreement is available only to members in good standing with MiCTA as set forth in their bylaws. MiCTA and CenturyLink may modify the criteria to be a Member institution. Member represents and warrants that it is a Member institution as evidenced by the Member number supplied below. Using CenturyLink's electronic signature process for the Agreement is acceptable.

*Approved as to Form  
By Sheriff Ass't of County Counselor*

MEMBER: BOONE COUNTY PURCHASING

CENTURYLINK COMMUNICATIONS, LLC

*[Handwritten Signature]*

*[Handwritten Signature]*

Authorized Signature

Authorized Signature

DANIEL K. ATWILL

*[Handwritten Signature]*  
ON BEHALF OF STATE DANGER

Name Typed or Printed

Name Typed or Printed

PRESIDING COMMISSIONER

*[Handwritten Signature]*

Title

Title

6-23-16

8 JUN 16

Date

Date

MiCTA Member No: MTG -65201-02

Member's address for notices: 613 E ASH ST RM 109, COLUMBIA MO, 65201-4432

Member's facsimile number: 573-886-4044

Person designated for notices: General Counsel

1. **Services.** CenturyLink will provide, and Member will purchase, the services ("Services") set forth in service exhibits ("Service Exhibits") attached hereto or later added by an amendment according to the terms of this Agreement and the Telecommunications and Internet Services Master Agreement 138AN-TISA2013-0416 between MiCTA and CenturyLink that became effective on May 7, 2014 ("MiCTA Master Agreement") which is hereby incorporated by reference. The offer contained in this Agreement is only valid provided the MiCTA Master Agreement is in full force and effect as of the Effective Date. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. The description, service level agreement, minimum service term, and cancellation charges for a Service are set forth in the Service Exhibit. The documents attached to the Agreement as of the Effective Date and incorporated by this reference are shown below.

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC:

- Domestic CenturyLink IQ® Networking Service Exhibit
- Local Access Service Exhibit
- Hosted VOIP and CenturyLink IQ SIP Trunk Service Exhibit
- Select Advantage Service Exhibit
- Managed Data Bundle Offer Attachment

**CERTIFICATION:**

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

*[Handwritten Signature]*  
Auditor CPE + 1st yr maintenance

2. **Term.** The term of this Agreement shall begin upon the Effective Date and will continue: three years or until the last to expire or terminate Service Exhibit ("Initial Term"). At the end of the Initial Term, Member may renew the Agreement for consecutive renewal periods of at least 12 months at the same rates ("Renewal Period"), or if Member does not renew the Agreement, this Agreement will continue on a month-to-month basis (a "Monthly Term") if not terminated earlier in accordance with this Agreement. The Initial Term, each Renewal Term, and the Monthly Term are referred to as the "Term." During the Monthly Term, CenturyLink may apply the month-to-month rates, or if month-to-month rates are not listed, the rates and discounts associated with the shortest term available to Member's existing ordered Services or orders for new Services submitted under the terms and conditions contained herein.

3. **Rates.** The MRCs, NRCs, and usage charges applicable to the Services based upon the Term shall be those set forth in the MiCTA Master Agreement and available on the MiCTA Web site for Members located at: <http://www.mictatech.org> ("MiCTA Rate Schedule"). If the MiCTA Rate Schedule does not set forth rates and charges applicable to a particular Voice and Data Service, the rates and charges for such service(s) shall be offered at CenturyLink's then-current rates. CenturyLink reserves the right to modify international rates and to change the rates for Service at any time for changes based upon Regulatory Activity. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Member; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Member's ordered Services that materially and adversely affects Member, then Member may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that

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Member: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Member does not provide CenturyLink such notice during the time permitted in this Section, Member will have waived its right to terminate the affected Service under this Section.

**4. Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Member must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Member must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Member is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Member's submission of valid evidence of exemption. Member may access its invoices and choose paperless invoices online through CenturyLink Control Center located at <http://controlcenter.centurylink.com>. If Member does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Member or a \$2 MRC for each summary/remittance only (where available) paper invoice provided to Member. Those charges will not apply to an invoice that is not available through Control Center. Member's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Member's payment preferences deviate from CenturyLink's standard practices.

**5. Confidentiality.** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement or the MiCTA Master Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Member Confidential Information solely by virtue of the fact that Member transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

**6. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Member agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Member could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Member may withdraw its authorization at any time by informing CenturyLink in writing. Member's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Member. However, in order to participate in CenturyLink's MiCTA program offering, Member must consent to the disclosure of CPNI to MiCTA, and by executing this Agreement, Member expressly provides its consent.

**7. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

**8. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE MEMBER.

**9. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**9.1 Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

**9.2 Claims Related to Services.** For Member's claims related to Service deficiencies or interruptions, Member's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Member for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

**9.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

**9.4 Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Member to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Member's payment obligations under the Agreement.

**10. Responsibilities.** To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is

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alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Member also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Member or End Users, or any AUP violation.

**11. Termination.**

**11.1** Either party may terminate a Service in accordance with the applicable Service Exhibit's term requirements with 60 days' prior written notice to the other party. Either party may terminate this Agreement: (i) by providing written notice of termination to the other party at least 30 days prior to the expiration of the then current Term; or (ii) for Cause; provided that if Member is terminating this Agreement for Service related claims, Cause exists where there is cause to terminate all or substantially all of the Services in accordance with the applicable service level agreements or Service Exhibits.

**11.2** Upon termination or expiration of the MiCTA Master Agreement, Member may either: (i) continue receiving Services or products under the terms and conditions described herein until expiration of the Initial Term; or (ii) execute a new agreement for Services between CenturyLink and Member; or (iii) terminate this Agreement without liability for Early Termination or Cancellation Charges.

**11.3** If Member terminates this Agreement before the expiration of any individual service term (Minimum Service Term) for a particular Service described in a Service Exhibit, the applicable Cancellation Charge for the Service will apply. If, prior to the conclusion of the Term, this Agreement is terminated either by CenturyLink for Cause or by Member for any reason other than Cause, then Member will also be liable for: (i) an Early Termination Charge; and (ii) any applicable Service Cancellation Charges. Member will remain liable for charges accrued but unpaid as of the termination date. Unless otherwise expressly stated in any Exhibit, if Member is dissatisfied with the Services or with any terms, conditions, rules, policies, guidelines, or practices of CenturyLink applicable to the Services, Member's sole and exclusive remedy is to terminate this Agreement without liability for Early Termination or Cancellation Charges.

**11.4** Member will remain liable for charges accrued but unpaid as of the termination date.

**12. Non-Appropriations.** Member intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Member: (a) Member agrees to include in its budget request appropriations sufficient to cover Member's obligations under this Agreement; (b) Member agrees to use all reasonable and lawful means to secure these appropriations; (c) Member agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Member reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Member is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Member and agreed to by CenturyLink), Member may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Member will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**13. Intellectual Property Infringement.** CenturyLink will, at its own expense, defend Member against any claim, demand or suit made or brought against Member by a third party alleging that any use of CenturyLink Service as allowed under this Agreement infringes or misappropriates the valid United States patent rights of a third party issued or in effect on the Effective Date and CenturyLink will pay any costs of settlement or any damages finally awarded against Member. CenturyLink will not have any obligation under this Section if a claim arises from: (a) the combination, use or operation of any Services with any third party service or product, (b) any modification of the Services made by any party other than CenturyLink, (c) use by Member other than the then current unaltered release of any software used in the Services, (d) use or operation by Member or its agents or contractors of the Service other than in accordance with this Agreement and all instructions and documentation provided by CenturyLink, (e) services for which Member controlled the design of such services or (f) Member supplied content, data, or other information. CenturyLink's obligations are expressly conditioned upon the following: (g) that Member will promptly notify CenturyLink in writing of any allegation or notice of alleged infringement; (h) that CenturyLink will have sole control of the defense or settlement; (i) that Member will cooperate with CenturyLink in a reasonable way to facilitate the settlement or defense. If any CenturyLink Service becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink will, at its option: (j) procure for Member the right to continue using the applicable Service; (k) replace or modify the Service to provide Member with a non-infringing Service that is functionally equivalent in all material respects; or (l) if (j) or (k) are not reasonably achievable by CenturyLink, terminate provision of the affected Service. Any third party system, CPE, equipment or software provided under this Agreement are provided without any obligation of CenturyLink to defend for any infringement or misappropriation. This Section provides the sole and exclusive obligations and remedies of the parties in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any Services provided under this Agreement.

**14. Miscellaneous.**

**14.1 General.** The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

**14.2 Conflicts Provision.** If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, the MiCTA Master Agreement to the extent there is a conflict in the pricing, NSP : 213827

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and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form..

**14.3 Independent Contractor.** CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

**14.4 ARRA.** Member will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**14.5 HIPAA.** CenturyLink does not require or intend to access Member data in its performance hereunder, including but not limited to any confidential health related information of Member's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**14.6 Installation, Maintenance and Repair.**

(a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

(b) Member will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Member will provide or secure at Member's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Member's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Member's premises is unsafe or likely to cause injury.

(c) Member is responsible for any facility or equipment repairs on Member's side of the demarcation point. Member may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Member of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Member's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

**14.7 Governing Law; Dispute Resolution.**

(a) **Billing Disputes.** If Member disputes a charge in good faith, Member may withhold payment of that charge if Member makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Member's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Member and within five business days after CenturyLink's notification, Member must pay the charge and accrued interest.

(b) **Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Member's principal office is located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado.

(c) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) **Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Member disputing an amount in an invoice, which must be done by Member within 90 days after the invoice date of the disputed amount.

**14.8 No Resale; Security.** Member represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Member information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Member is responsible for selecting and using the level of security protection needed for all Member data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

**14.9 Assignment.** Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Member must have a financial standing and creditworthiness equal to or better than Member's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other part.

**14.10 Amendments; Changes.** The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Member, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the



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Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

**14.11 Web sites.** References to websites in the Agreement include any successor websites designated by CenturyLink.

**14.12 Required Notices.** Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Member as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**14.13 Service Termination Notices.** Member's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: GBMdisconnects@CenturyLink.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Member must call the customer care number specified on Member's invoice to provide notice of termination.

**14.14 Entire Agreement.** The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

**15. Definitions.**

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Member, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC. Additionally, for an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Member used in connection with the Service.

"CPNI" is an FCC-defined term that means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's (here, Member's) telecommunications services. CPNI reflects the telecommunications products, services, and features that a Member subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a Member's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Member's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf).

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

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"RSS" means as applicable CenturyLink QCC's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink QCC's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink QCC's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Member) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Member. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.



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**DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**

**1. General; Definitions.** This Service Exhibit is subject to the CenturyLink Loyal Advantage MiCTA Member Participation Agreement ("Agreement") entered into by CenturyLink and Member. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Domestic Centurylink IQ® Networking service ("Service") under the terms and conditions of the Agreement and this Service Exhibit.

**2. Service.**

**2.1 Description.** Service is a data and IP solution that is designed for connectivity between Member's sites or public Internet connectivity. Service does not include local access or customer premises equipment ("CPE"), which may be separately purchased from CenturyLink.

**2.2 Ports.** CenturyLink offers Service in a variety of speeds and in the following three port ("Port") Port types:

**(a) Internet Port.** Internet Ports provide public Internet connectivity.

**(b) Private Port.** Private Ports provide WAN connectivity between Member sites. Member may allocate Private Port traffic up to 10 different closed user groups. Member may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

**(c) Enhanced Port.** Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.

**2.3 End-to End Performance Reporting.** End-to-End Performance Reporting is a feature included with Private Ports and the Private Port functionality of Enhanced Ports, except for Ports with VPLS. Member must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Member's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Member's edge routers, between CenturyLink's routers, and between Member's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Member is not entitled to SLA credits based on the data in the report. Member may access the report in the Control Center portal.

**2.4 Secure IP Gateway.** Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Member defined network address translation policies and firewall rule sets.

**2.5 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

**2.6 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Member to extend its Layer 3 MPLS closed user groups to Member locations that are not served by CenturyLink's MPLS network ("Remote Location"). Member can establish a tunnel through the Internet between the Member's CPE at the Remote Location (separately purchased and managed by Member) and the CenturyLink network device. The Member provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Member is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Member will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Member must use IP connectivity at the Remote Location that includes a static public IP address.

**(a) Excursions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Member approved site contact that has relevant experience and expertise in Member's network operations. The following features are not available with VPN Extensions: (i) End-to-end Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

**2.7 Backbone Prioritization.** Backbone Prioritization is an optional feature available with individual domestic Private Ports. When this feature is configured on a Private Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports without the feature or Internet Ports. If Member desires Backbone Prioritization for traffic between two or more Private Ports, the feature must be ordered for each Private Port. The benefit from Backbone Prioritization is realized during periods of high network congestion. Backbone Prioritization may not be available at all locations or with Multicast in certain circumstances

**3. Ordering.** For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Member and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Member must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Member

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during the use of a Port. Neither Member nor any End Users will own or route these addresses. Upon termination of Service, Member's access to the IP addresses will cease. If Member requests special sequencing for Port installation, Member must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Member may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Member has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Member to receive the Service.

**4. Charges.** The rates and charges for the Services shall be those set forth in the MiCTA Master Agreement and CenturyLink's MiCTA Rate Schedule available on the MiCTA Web site at [www.mictatech.org](http://www.mictatech.org). If there is a conflict, the rates and charges set forth in the MiCTA Master Agreement shall control. Charges will commence within five days of CenturyLink's notification to Member that the Service is provisioned and ready for use ("Start of Service Date"). Member may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Member may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The rates set forth in the MiCTA Master Agreement do not include any costs associated with local access, CPE, or any other Services used in conjunction with CenturyLink IQ Networking Service, all of which are additional. Any Service component charge not shown under the MiCTA Master Agreement will be provided to Member at CenturyLink's then current rates. The End to End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Member modify those features, including without limitation, their rates.

**4.1 NRC Waiver.** CenturyLink NRCs specified for the Services in the MiCTA Master Agreement and CenturyLink's MiCTA Rate Schedule under the Domestic CenturyLink IQ Networking Service Pricing Table are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Member for at least 12 consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by CenturyLink, Member shall be required, within 30 days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink NRC(s) waived pursuant to this section.

**4.2 Pricing Methodologies.**

**(a) Flat Rate.** The Flat Rate pricing methodology bills Member a specified MRC for a given Port speed regardless of Member's actual bandwidth utilization.

**(b) Tiered.** The Tiered pricing methodology caps Member's bandwidth at the tier specified on an Order Form and bills the Member a fixed MRC based on that bandwidth tier regardless of Member's actual bandwidth utilization. No more than once per month, Member may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Member may not change its bandwidth from one Port classification to another.

**(c) Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Member will pay an MRC calculated by multiplying Member's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Member will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port begins on the Start of Service Date for that Port and continues for one year ("Service Term"). If Service is installed at multiple Member locations or with multiple Ports at a Member location, each separate Port will have its own Start of Service Date. Upon expiration of a Service Term, Service will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

**5.2 Cancellation.** Upon cancellation of a Service, Member will remain liable for charges accrued but unpaid as of the cancellation date. If a Port is canceled by Member other than for Cause, or by CenturyLink for Cause, before the conclusion of its initial Service Term or Upgrade Service Term (as described in the "Upgrades" section), Member will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term (or Upgrade Service Term), if any, plus (b) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Service Term (or Upgrade Service Term) beyond the first 12 months, plus (c) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

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**5.3 Waiver of Cancellation Charges.**

(a) **Upgrades.** CenturyLink will waive the Cancellation Charges if Member: (i) upgrades the Port to a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology. All upgraded Ports must have a Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Member cancels the upgraded Port before the completion of the Upgrade Service Term, Member will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit.

(b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges if Member migrates the Port to new Analog VoIP Service or Data Bundle Solutions (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Member's systems invulnerable to security breaches. Member is responsible for Member's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**7. E-mail Notification.** Member acknowledges and agrees that CenturyLink may contact Member via e-mail at the e-mail address provided to CenturyLink when Member ordered the Service for any reason relating to the Service, including for purposes of providing Member any notices required under the Agreement. Member agrees to provide CenturyLink with any change to its e-mail address.

**8. AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

**9. SLA.** Service is subject to the CenturyLink IQ Networking service level agreement ("SLA") located at <http://www.centurylink.com/legal/>, which are subject to change. For Member's claims related to Service deficiencies, interruptions or failures, Member's exclusive remedies are limited to those remedies set forth in the applicable SLA.

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1. **General.** CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

2. **Service Description and Availability.**

**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Member is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Member disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Member must purchase the Service in connection with another CenturyLink service for which a local loop is required.

**2.2 Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) **Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) **Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Member's discretion, Native Single-CoS Low, Native single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Member may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

(c) **Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) **DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Member may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

(e) **IP Connection.** "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. When purchasing IP Connection, Member agrees that it will use the IP Connection only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Member locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Member location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

**2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

(a) **CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(i) **On-Net Access.** For On-Net Access, Member must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink

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coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/>, which is subject to change.

(ii) **Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Member may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Member requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Member may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Member has a dedicated connection.

**(b) Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Member orders from a local access provider to connect Member's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Member with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Member to act as CenturyLink's agent so that Member's local access provider will connect Member's premises to the CenturyLink Domestic Network. Member will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Member will pay a CPA charge to CenturyLink when Member uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Member will pay a CPA charge to CenturyLink when Member uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Member designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill Member a CPA charge for an IP layer 3 expansion site because Member, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Member and CenturyLink will not pay for or troubleshoot components of CPA.

**(c) Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Member facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Member to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Member has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Member and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Member understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Member of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Member of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Member fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

**4. Charges.** Member will pay the MRCs and NRCs set forth in the RSS and/or in a CenturyLink-accepted Order Form for Service, including all applicable ancillary service charges. If during the provisioning of Service, CenturyLink incurs additional MRCs or NRCs for Construction, Extended Wiring, order supplements, or third party connection charges to provide the Service, CenturyLink reserves the right to charge Member for such charges.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Member of the ancillary charge to be billed to Member. Member may either approve or disapprove CenturyLink providing the ancillary service.

**(a) Expedite.** A local loop expedite charge applies to orders where Member requests the delivery of Service one or more days before the Estimated Availability Date. Member may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)



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**(b) Extended Wiring.** "Extended Wiring" means additional wiring required for orders where the Member requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Member may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, (iii) Ethernet Local Access (where available), and (iv) IP Connection.

**(c) Construction.** Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Member does not approve of the Construction charges after CenturyLink notifies Member of the charges, the Service ordered will be deemed cancelled.

**(d) Multiplexing.** Member may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Member at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Member at a single Service Address or at multiple Service Addresses per Member's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

**(e) Changes.** Ancillary change charge applies where Member requests CenturyLink to change a local loop to a different Service Address that is within the same Member serving wire center as the existing local loop, but a Cancellation Charge does not apply.

**(f) NRC Installation Waiver.** The following CenturyLink installation NRCs specified for the Service are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Member for at least 12 consecutive months ("Minimum Service Term"): Special Access up to and including OC12. The installation NRCs for other types of Service are not subject to the NRC installation waiver. If this Agreement or any Service subject to this waiver is terminated or canceled prior to the conclusion of the Minimum Service Term for reasons other than Cause by Member, within 30 days of such termination, Member will be required to repay (in addition to any applicable Cancellation Charge) the amount of the applicable CenturyLink installation NRC(s) waived pursuant to this section.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the quote for Service issued by CenturyLink ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**5.2 Cancellation.** Upon cancellation of a Service, Member will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

**(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** Member will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Member accepted a Construction charge, Member will also pay any unpaid construction charges incurred by CenturyLink. If CenturyLink notifies Member that Construction is required to provision a Service order and Member cancels that order before the Start of Service Date because Member disapproves of the Construction charge, the cancellation fee does not apply.

<b>Leased Access and On-Net Access Service Bandwidth†</b>	<b>Before Start of Service Date Cancellation Fee</b>
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps, Frame Local Access speeds up to 1.5 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, Frame Local Access speeds greater than 1.5 Mbps; all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

<b>Leased Access and On-Net Access Service Bandwidth†</b>	<b>Before Start of Service Date Cancellation Fee</b>
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps, Frame Local Access speeds up to 1.5 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, Frame Local Access speeds greater than 1.5 Mbps; all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC



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**(b) All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Member other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Member will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

**(c) Moves.** When Member requests that CenturyLink move a local loop to a different Service Address that is not within the same Member serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

**(d) Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

- When Member cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Member to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
- When Member upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Member upgrades Existing CLPA Service, Member must pay Cancellation Charges.

**(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Member must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Member's CPA provider along with notice to cancel the CPA. If Member fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Member will remain liable for charges for the connectivity to CPA (even if Member cannot use the CPA) until: (i) Member furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

**6. Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Member. For CPA dedicated facilities grooming, Member will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Member will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Member with an LOA so Member can order the necessary changes. Member's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Member incurring additional NRCs from its local access provider and Member provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Member equal to the local access provider NRC for each groomed circuit. If Member refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Member does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Member must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Member does neither of these things, CenturyLink will pass through to Member any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Member must order a local loop for connection to the CenturyLink Domestic Network.

**7. Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Member's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Member's telecommunications equipment.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Service Address" means the business building where Member receives the Service.

"Start of Service Date" for each circuit is the date Member accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Member has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Member neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Member placed traffic over the circuit. If Member informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Member that the circuit is ready.

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**PRICING ATTACHMENT**

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

10. Customer will pay the MRCs and Install NRCs for the Local Access Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.

NPA/NXX or CLLI	Loop Tracking ID	Service Address	Type of Local Access	Minimum Service Term in months (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
573256	160304045651	609 E WALNUT ST, COLUMBIA, MO, 65201	ELA Native – Single COS High w/ Diversity	36	Fast Ethernet- 20 Mbps	\$1,800.00	\$0.00
573256	2015051CKEMPF_REV1	2121 E COUNTY DR, COLUMBIA, MO, 65202	ELA Native – Single COS High w/ Diversity	36	Fast Ethernet- 20 Mbps	\$950.00	\$0.00
573256	2015051CKEMPF_REV1	609 E WALNUT ST, COLUMBIA, MO, 65201	ELA Native – Single COS High w/ Diversity	36	Fast Ethernet- 50 Mbps	\$2,100.00	\$0.00
573256	2015051CKEMPF_REV1	2121 E COUNTY DR, COLUMBIA, MO, 65202	ELA Native – Single COS High w/ Diversity	36	Fast Ethernet- 50 Mbps	\$1,250.00	\$0.00

11. **Leased and On-Net CenturyLink Provided Access Install NRC Discount – Current and Future.** CenturyLink Provided Access Install NRC(s) specified above or on a valid quote form during the Term will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

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**RENTAL CPE SERVICE EXHIBIT**

**1. General; Definitions.** CenturyLink QCC will provide Member with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the CenturyLink order request form issued and executed by CenturyLink and Member. CPE, as defined herein, does not include CPE purchased by Member. In order to qualify for CPE, Member must also purchase either CenturyLink IQ® Networking, Analog VoIP, Hosted VoIP, SIP Trunk or any CenturyLink bundle, package or promotion that includes these services (collectively "Underlying Service").

**2. Delivery and Return.** CPE will be delivered to Member's location as identified, in writing, by Member. Delivery will be made either by F.O.B. origin, freight paid by Member, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Member replaces CPE with upgraded models, Member must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Member with return instructions. Member will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Member will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Member the then-current value of the applicable CPE model ("Replacement Cost").

**3. Ownership and Use.** Except as provided in Paragraph 2, CPE is the personal property of CenturyLink, its designee or a third party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Member's real property or any improvements thereon. Member has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Member will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Member will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Member, Member will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. To the extent permitted by applicable law, Member will indemnify, defend and hold harmless CenturyLink its affiliates, and contractors for any such Loss. Member agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Member of the obligation to pay CenturyLink any amounts due hereunder.

**4. Software.** Software licensor has retained title to the software. To the extent possible, CenturyLink grants Member a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Member's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Member is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**5. Insurance.** Member will provide and maintain, at Member's own expense, at all times following delivery of the CPE, the following insurance: (a) "All-Risk" property insurance covering the CPE for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Member will deliver to CenturyLink insurance certificates evidencing such insurance.

**6. Charges.** The charges for CPE and Service are shown in CenturyLink's MiCTA Rate Schedule available on the MiCTA Web site at [www.mictatech.org](http://www.mictatech.org), as reflected in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Any component charge not shown under the MiCTA Master Agreement will be provided to Member at CenturyLink's then current rates. Charges will commence within five days of CenturyLink's notification to Member that the Underlying Service is provisioned and ready for use ("Start of Service Date"). CenturyLink may cease providing Services and demand return of CPE if payment is not made when due.

**7. CPE Replacement Recovery Charge.** Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Member will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Member requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Member's approval, and invoice the charges within 60 days. Member is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

**8. Term.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless

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either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Member for Cause, then Member will pay to CenturyLink: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

**9. Installation, Maintenance and Safety Compliance.** Installation, maintenance or other labor provided to Member pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted under CPE at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of this Service Exhibit. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Member is responsible for informing CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. To the extent permitted by applicable law, Member will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Member's failure to inform CenturyLink of hazardous substances.

**10. Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Member's systems invulnerable to security breaches. Member is responsible for Member's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Member's use of CPE, Service or an Underlying Service: (a) Member will nonetheless be liable for payment for all CPE provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

**11. Miscellaneous.** With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined herein.

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**CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

1. **General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide CenturyLink® Hosted VoIP (“Hosted VoIP”) and CenturyLink IQ® SIP Trunk (“SIP Trunk”) (collectively, “Service”) under the terms of the Agreement and this Service Exhibit.

“Administrator Portal” enables the Member administrator to: (a) set up End Users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

“Alien TN” means a telephone number that has not been ported to Service or has not been assigned by CenturyLink. Alien TNs are currently only permitted with SIP Trunk.

“ANI” means automatic number identification.

“Approved Connectivity” means a new or existing CenturyLink IQ® Networking port or Data Bundle Solution provided by CenturyLink QCC, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate other than CenturyLink QCC. If Member selects an access type that does not provide guaranteed end-to-end QoS or if Member is not using Approved Connectivity at any point in time, (e.g., a Wi-Fi or wireless network or device), Member may experience call quality issues. In these instances, CenturyLink’s Voice Availability SLA will not apply. Additionally, Member acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

“Approved CPE” means internet connectivity routers, Member premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Member may provide its own Approved CPE. If Member provides Approved CPE, the provisions of the “Member-Owned CPE” section of this Service Exhibit will apply.

“Calling Party Number” (CPN) means the originating party’s telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

“CenturyLink-Approved 911 Location” means Member’s current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Member PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

“Enterprise Trunk” means an aggregation of Trunk Groups, primarily for the purpose of applying a routing policy to select a Trunk Group for a call terminating to the PBX from CenturyLink.

“EULA” means an end user license agreement for software of CenturyLink or a third-party provider. Member End Users must accept a EULA before downloading certain software for use with the Service.

“Initial Term” is as shown in the Pricing Attachment.

“IP” means Internet Protocol.

“IP Device” means IP-enabled station sets, expansion modules and handsets approved by CenturyLink for use with the Service.

“ISS” means Information Services Schedule which can be found at [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf) and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.

“MATR” means minimum average time requirement.

“Member Environment” means Member’s data network/equipment and premises environment.

“Minimum Service Term” is six months from the Start of Service Date.

“Off-Net Calls” means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

“On-Net Calls” means calls between the Service and any of the following CenturyLink services: CenturyLink IQ SIP Trunk, Hosted VoIP, Managed Office, Managed Office Essentials, SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier’s IP network.

“Ported TN” means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.

“PPU” means the location given by the Member as the Primary Place of Use for a particular TN or 8xx TN.

“Pricing Attachment” means a document containing rates specific to Service and is incorporated by reference and made a part of this Service Exhibit.

“PSAP” means public safety answering point.

“PSTN” means public switched telephone network.

“QoS” means Quality of Service.

“Rate Sheet” means: (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf>; and (b) for SIP Trunk the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>. The Rate Sheets include additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, and MACD charges. The Rate Sheets are incorporated herein by reference.

“Renewal Term” means renewal periods equal to the Initial Term that commence once the Initial Term is complete.

“Router” means a router or router/switch approved by CenturyLink for use with the Service.

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"RSS" means the International Rates and Services Schedule which can be found at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) and which is subject to change. The RSS contains provisions relating to international toll free service.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

"SIP Trunk Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.

"SLAs" means service level agreements posted at <http://www.centurylink.com/legal> which are subject to change.

"Soft Phone" means software for an IP-enabled device that allows Member's End Users to use the Service to make and receive calls on that device.

"Start of Service Date" means the date CenturyLink notifies Member that Service is provisioned and ready for use.

"Term" means Initial Term and each Renewal Term.

"Trunk Group" means a group of Sessions used for local or usage-based voice services.

## **2. Service.**

**2.1 Description.** Hosted VoIP and SIP Trunk are described in separate subsections below. Features and options available only with Hosted VoIP are listed in the "Hosted VoIP Service" sub-section. Features and options available only with SIP Trunk are listed in the "SIP Trunk" sub-section. Features and options available with both Services are listed in the "Common Features" sub-section. Each Hosted VoIP and SIP Trunk seat includes one TN.

**(a) Hosted VoIP Service.** Hosted VoIP Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Member may purchase Service on a per seat basis. Except as otherwise indicated herein, the MRC for Hosted VoIP Seats includes rental of one IP Device. Hosted VoIP seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, and, if applicable, for Router rental and maintenance. Subject to Approved Connectivity and Approved CPE limits, Member may order up to a maximum of 10,000 Hosted VoIP seats/TNs per location. Features listed in this section (a) are only available with Hosted VoIP.

**(i) Hosted VoIP Basic Seats.** Basic Seats are designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific End User. Basic Seats include: the ability to make On-Net and Off-Net Calls, an End User Portal, an Administrator Portal, call waiting, and call forwarding, as well as other features, some dependant on IP handset model or Soft Phone software. Basic Seats do not include voice mail. Information regarding IP handset or Soft Phone features supported by the Service is available from a CenturyLink Sales Representative. The End User Portal provides access to call logs, click-to-call and other features. The Administrator Portal enables Member administrator functionality, including the ability to set up End Users, implement some moves, adds, changes, and deletions, and implement calling restrictions.

**(ii) Hosted VoIP Standard Seats.** Standard Seats are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard Seats include the features listed for Basic Seats above, plus a standard feature package and voicemail.

**(iii) Hosted VoIP Conference Room Seats.** Conference Room seats have the same features as a Standard Seat, and are tailored for the purpose of attaching a Conference Room phone, which often is a speaker phone model. Member may enable or disable features best suited for that phone type in the Administrator Portal. Conference Room Seats do not include voice mail.

**(iv) Hosted VoIP Premium Seats.** Premium Seats are designed to fit the needs of the majority of a company's professional employees. Premium Seats provide End Users with advanced IP phone features as well as premium phone and soft client access. Premium Seats include the features listed for Basic and Standard Seats above, plus an advanced feature package and Microsoft® Outlook® integration.

**(v) Hosted VoIP Receptionist Seats.** Receptionist Seats have the same features as a Premium Seat, and are intended for use by Member End Users who handle multiple calls and redirect those calls to other Member End Users within their business group. Receptionist Seats may either use IP Phones with up to three side car modules to expand the call appearance capacity, or a Receptionist Web Console. Additional charges apply for side car modules and the Receptionist Web Console. The Receptionist Web Console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The Receptionist Web Console graphically displays End Users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the Receptionist Web Console.

**(vi) Hosted VoIP Admin Seats.** Admin seats are intended for use by Member End Users who handle multiple calls and redirect those calls to other Member End Users within their business group. Admin seats may either use IP Phones with one side car module to expand the call appearance capacity, or a Receptionist Web Console. An additional charge applies for the Receptionist Web Console. The Receptionist Web Console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The Receptionist Web Console graphically displays End Users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the Receptionist Web Console.

**(vii) Hosted VoIP Analog Seats.** An analog seat does not include a physical device (like a phone). This seat is designed to accommodate multiple analog devices that may be directly connected back to analog telephone equipment on Member's premise. A TN associated with an analog seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Analog seats have the same features as Premium Seats, except for the associated physical device.



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**(b) SIP Trunk.** SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Member Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased Approved Connectivity. Member must purchase Standard, Enterprise, or Basic Sessions with the Service. Features listed in this section (b) are only available with SIP Trunk.

**(i) Standard SIP Trunk Sessions.** Standard SIP Trunk Sessions include: the ability to make On Net and Off Net calls and terminate Toll Free calls, an End User Portal, an Administrator Portal, Call Waiting, Calling Line ID Delivery Blocking, Calling Name Retrieval, Calling, Malicious Call Trace, as well as other features. They offer sharing of Sessions among Enterprise locations and provide a PSTN failover upon unavailability of Trunk Groups.

**(ii) Enterprise SIP Trunk Sessions.** Enterprise SIP Trunk Sessions include: all features included in Standard SIP Trunk Sessions, plus Business Continuity options, free Off-Net long distance minutes per Session purchased. They offer sharing of Sessions among Enterprise locations and provide a transparent PRI failover, Enterprise Trunking, and homing to geo diverse session border controllers.

**(iii) Basic SIP Trunk Sessions.** Basic SIP Trunk Sessions provide the ability to make On-Net and Off-Net calls and terminate toll free calls. Calls delivered over this Session type are all metered.

**(iv) Optional SIP Trunk Features.** The optional features listed in this section are available only with SIP Trunk.

**(1) SIP Trunk Basic Seats.** SIP Trunk Basic Seats are designed for use with Basic SIP Trunk Sessions only. All calls made from SIP Trunk Basic seats are metered.

**(2) SIP Trunk Standard Seats.** SIP Trunk Standard Seats are for use with Standard SIP Trunk Sessions and Enterprise SIP Trunk Sessions only. They are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard Seats include a standard feature package.

**(3) SIP Trunk Premium Seats.** SIP Trunk Premium Seats are for use with any type of SIP Trunk Session. SIP Trunk Premium Seats are designed to fit the needs of the majority of a company's professional employees. They provide End Users with advanced IP phone features as well as Anywhere and MobileLink access.

**(4) SIP Trunk Mobility Seats.** SIP Trunk Mobility Seats are for use with any type of SIP Trunk Session. A SIP Trunk Mobility Seat includes standard SIP Trunk features, Anywhere and MobileLink.

**(5) Enhanced 911 Service.** 911 service provided with SIP Trunk is associated with the main business TN at each Member location, and not with the actual End User location. Member may purchase optional Enhanced 911 Service for an additional charge. Enhanced 911 Service provides Member the option to have an E911 service address per TN that is different than a main business TN.

**(6) SIP REFER.** SIP REFER allows Member to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.

**(c) Common Features.** Member may purchase the following optional services with both Hosted VoIP and SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a Hosted VoIP seat or SIP Trunk telephone number is based on the area code and prefix assigned to the End User and does not depend on the End User's physical location.

**(i) Hunt Groups.** An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Member orders a voice mail box for a hunt group.

**(ii) Auto Attendant.** An additional MRC and NRC apply for each auto attendant.

**(iii) Voice Mail Only Seats.** Member may purchase optional voice mail only seats at the MRC shown in the applicable Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.

**(iv) Virtual Seats.** A virtual seat does not include a physical device (like a phone) and is not associated to a SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Virtual seats have the same features as Hosted VoIP or SIP Trunk Premium Seats, except for the associated physical device.

**(v) Available TNs.** An available number is an unallocated number Member retains in a pool for later use. An additional MRC applies for each available TN.

**(vi) Anywhere TNs.** Member can order optional Anywhere TNs (find me, follow me capability) with Hosted VoIP and SIP Trunk Premium Seats and with SIP Trunk Mobility Seats. An additional MRC and NRC apply for each Anywhere TN.

**(vii) Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net Calls are included in the Standard, Premium, Conference Room, Receptionist and Basic Hosted VoIP seat MRCs, and in the Standard and Enterprise SIP Trunk Session MRCs.

**(viii) Off-Net Calls.** Additional per minute charges apply to international Off-Net Calls. Additional per minute charges also apply to domestic Off-Net calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard Off-Net long distance rates. Standard per minute rates for domestic and international Off-Net long distance are shown in the ISS. If Member negotiated non-standard Off-Net long distance rates on a Voice Service Exhibit, those negotiated rates will apply to SIP Trunk long distance in lieu of the ISS rates or the LD/TF Offer. Regardless of where Off-Net pricing for long distance is located, the terms and conditions of this Service Exhibit will continue to apply to long distance used with Service. Additional per minute charges apply to each Off-Net Call leg of a conference call.

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**(ix) Toll-Free.** Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Member is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Member negotiated non-standard toll free rates on a Voice Service Exhibit, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer. Regardless of where toll free pricing is located, the terms and conditions of this Service Exhibit will continue to apply to toll free used with the Service.

**(x) Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: [http://www.centurylink.com/tariffs/fcc\\_clc\\_ops\\_t.pdf](http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf).

**(xi) Directory Listing.** An additional MRC applies to each basic business white page listing of a telephone number.

**(xii) Directory Assistance.** A flat per call charge applies to directory assistance.

**(xiii) Receptionist Web Console.** Receptionist Web Console is a Web-based application that provides receptionist console capabilities for Service on a Member PC. An additional MRC applies for each Receptionist Web Console.

**(xiv) Desktop/Mobile Soft Phones.** Desktop and mobile Soft Phones are Internet-based software that allow Member End Users to utilize the calling features of the Service on a Member Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Member's Internet access, Internet capacity and associated Member-provided hardware limitations. Member End Users must accept a EULA when downloading Soft Phone software. Additional charges for available Soft Phones are shown on the Rate Sheet. When purchased with Hosted VoIP, desktop and mobile Soft Phones can only be purchased in conjunction with Standard or Premium Seats. When purchased with SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with Premium or Mobility Seats.

**(xv) PAC/VPAC.** PAC/VPAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End Users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.

**2.2. Service Conditions.** The following conditions apply to the Service:

**(a) Site Conditions.** Member is responsible for ensuring that its Member Environment is fully prepared for the convergence of voice and data services during the Term. Member is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Member personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Member Environment. A CenturyLink representative will assist Member in a technical interview to determine if the Member Environment meets the specifications. Member is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines in the technical interview that the Member Environment does not meet the specifications needed to use the Service, Member may terminate the Service without liability for any Cancellation Charge.

**(b) Access.** Member must provide CenturyLink and/or its representative access to the Member premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Member site visit by a CenturyLink technician (where Service is added to existing Approved Connectivity), or a maximum of two Member site visits (where installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Member is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

**(c) Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit

**(i) Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Member. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink Hosted VoIP and IQ SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Member's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

**(ii) Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

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(iii) **Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Member's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Member, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

(iv) **International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.

(d) **Approved Connectivity and CPE.** Service may only be used with Approved Connectivity and Approved CPE. Except for IP handsets, which are included with Hosted VoIP Service, Member must purchase Approved Connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Member upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Member, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.

(e) **Queuing Method.** Members using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Members are strongly encouraged to select QM B. If Member instead selects QM A or QM D, Member may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Member agrees to continue using the QM implemented by CenturyLink to resolve the issue.

(f) **Member-Owned CPE.** Instead of renting Approved CPE from CenturyLink, Member may, at its option, utilize Member-owned CPE with Service. Member-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. All Member-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Member-owned LAN switches unless Member purchases separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Member purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Member-owned CPE. CenturyLink will also not install or maintain operating system software on Member-owned CPE. Except where Member has purchased CPE maintenance from CenturyLink on a Member-owned CPE device, Member will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.

(g) **Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

(h) **Unsupported Calls.** The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. The Services do not support remote bridged line appearances ("Remote BLAs") or remote shared call appearances ("Remote SCAs"). Member is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP devices used with the Services. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(i) **Area of use.** The Service is intended to be used only at one of the Member PPU locations in the United States (not including U.S. territories). Additionally, Member may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Member has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Member or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Member will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Member or an End User tries to use the Service*).

(j) **Use of Service at a Temporary Location.** This section applies to Hosted VoIP Service. It only applies to SIP Trunk if Member purchases the 911 Emergency Service optional feature with SIP Trunk. Member may temporarily use the Service at a location other than the Member PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Member must submit a 911 location change request both before using Service at the temporary location and before returning to the Member PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Member's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Member is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Member will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the *My 911 Location* page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Member's e-mail address of record notifying Member that 911 service has been successfully moved and is ready for use ("911 Update

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Confirmation"). In the event Member does not receive such confirmation by expiration of the 911 Update Interval, Member agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Member understands that CenturyLink has not approved using the Service at that new location and, as such, Member is prohibited from using the Service there. To ensure proper routing of calls to 911, Member and its End Users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

**(k) Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Member's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

**(l) Authorized Use.** Member and its End Users are the only parties authorized to access the Service. Member and its End Users are responsible for maintaining the confidentiality of passwords used by Member and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Member is responsible for unauthorized use of the Service.

**(m) Power Outages; Internet Connectivity, Member Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Member Environment; (iv) the Approved Connectivity router; (v) Member premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed, (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Member PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Member has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Member may move the IP Device or Soft Phone only.

**(n) Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Member bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

**(o) Telephone Numbers.** Member must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. If Member requests Ported TNs, Member authorizes CenturyLink to process its order for Service and notify Member's current carrier of Member's decision to switch its local, local toll and long distance services to the Service. Member will be responsible to promptly provide CenturyLink with its Member (Customer) Service Record (CSR) from Member's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Member does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting. If Member requests cancellation of Service, it is Member's sole responsibility to arrange porting of any telephone numbers Member wants to retain. If porting of numbers is not completed within 30 days following Member's request for Service cancellation, CenturyLink may terminate Service and Member will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

**(p) Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Member will be responsible for payment of all such charges directly to the third party provider.

**(q) Local Origination.** Member agrees that the SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Member may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

**(r) Sending Alien TNs Over CenturyLink's Network (for SIP Trunk only).** CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for transmission over SIP Trunk only. Member agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating.

**(s) End User License Agreements.** To utilize certain features of the Service, Member and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Member or its End Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Member (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Member's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Member or its End Users use the third-party software with Service, the Service will support 911 calling with the software, provided Member and its End Users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Member End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Member and its End Users



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become familiar with all of the functional limitations described in this Service Exhibit and the 911 advisory. The URL to access the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk 911 advisory is <http://www.centurylink.com/legal/HVLIQSIP/911advisory.pdf>. That URL is also found on the Help screen in the End User portal. It is also recommended that Member and its End Users maintain alternative access to 911 services.

**(t) Member's Use of Third-Party Content.** Member is responsible for all content it uses in the music on hold feature of Service. Member agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Member will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Member's violation of this provision.

**2.3 SLA.** Service is subject to the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk SLA. The SLA is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Member. All other services, facilities, and components relating to Service, including without limitation any CPE, the Member Environment, Routers, the Member SIP signaling interface, Member premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Member's sole remedy for any interruptions or deficiencies in the Service.

### 3. 911 Emergency Service.



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**3.1 Required Federal Communications Commission ("FCC") Warning.** *The FCC requires that CenturyLink inform Member of potential limitations to 911 services using Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from Hosted VoIP or SIP Trunk seats that are not associated to a stationary IP enabled device (e.g., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Member selects a telephone number that is not associated with the geographic area of the installed service and Member neglects to ensure that the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Member chooses a California number for use in a Colorado location); (c) for initial installation of Service – on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with Member information; (d) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Member's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (**Important:** Member and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (e) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Member's data network and equipment, Member premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (f) while maintenance work is being performed. Additionally, CenturyLink does not support Remote BLAs or Remote SCAs on IP Devices used with the Service. If a Remote BLA or Remote SCA is enabled, and Member or an End User make a 911 call from the Remote BLA or Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA or Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA or Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA or Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA or Remote SCA, not to the 911 location in San Francisco.*

**3.2 Additional Information Regarding the Limitations of 911 Services.** *When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. **For Hosted VoIP:** The PSAP to which the call is directed will be based on the street address and Calling Party Number for the CenturyLink-Approved 911 Location. The Calling Party Number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that Calling Party Number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency. **For SIP Trunk:** Unless Member has purchased the 911 Emergency Service optional feature with SIP Trunk, the PSAP to which the call is directed will be based on the street address for the PPU where SIP Trunk is installed. The number delivered to the PSAP with the 911 call will have the TN for the PPU where SIP Trunk is installed and the address associated with that number. The number delivered to the PSAP may be different from the number from which an End User is calling 911 based on the options Member has selected for its PBX and/or IAD, and the PPU address may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher their phone number and the specific location of the emergency so the PSAP can call the End User back if the call is not completed or is disconnected, and locate the End User and assist with the emergency. If Member orders the 911 Emergency Service optional feature with SIP Trunk, the "For Hosted VoIP" provisions of this section will apply in lieu of the "For SIP Trunk" provisions of this section.*

CENTURYLINK RECOMMENDS THAT MEMBER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

3.3 No Privacy Rights. Member acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Member or End Users.

3.4 Member Must Notify End Users of 911 Limits. Member will notify all End Users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Service, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when Member End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. Member should direct its End Users to the following URL to review these 911 Emergency Service limitations: http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf.

3.5 Limitation of Liability. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. MEMBER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, MEMBER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, MEMBER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR MEMBER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

3.6 Use of SIP Trunk Diversion Headers on 911 Calls (for SIP Trunk only). Member may only use SIP Trunk Diversion Headers when using the Call Forwarding feature with Service. Member shall not send SIP Trunk Diversion Headers on all calls, and in particular shall never send SIP Trunk Diversion Headers on 911 calls. Sending SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Member phone number and location information.

3.7 911 Calls from Alien TNs (for SIP Trunk only). When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Member 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Member. To avoid incurring these charges, Member and its End Users should not make 911 calls from Alien TNs.

3.8 Acknowledgement of 911 Limitations. By initialing below, Member acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Member understands this information, and that Member accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.

PRINT MEMBER COMPANY NAME:

Boone County, Missouri

PRINT MEMBER REPRESENTATIVE'S NAME:

DANIEL K. ATWILL

MEMBER REPRESENTATIVE'S INITIALS:

DKA

4. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and continue for the duration of the Term. Service at a Member location will commence on the Start of Service Date for that location, and continue for the Initial Term shown in the Pricing Attachment. The Start of Service Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for Hosted VoIP and SIP Trunk is six months from the Start of Service Date. Member will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Member or its End Users if cancellation has been delayed for any reason, such as delays for porting Member telephone numbers to another carrier. If Service is canceled by Member for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that the total MRC for Member's Hosted VoIP and SIP Trunk installed at the end of a month is at least 25% less than the total MRC for Member's Hosted VoIP and SIP Trunk installed the immediately preceding month, Member will also pay to CenturyLink a Cancellation Charge equal to: (a) the amount of any NRC discount or waiver that CenturyLink granted to Member for the canceled Service if the cancellation occurs before the end of the Term; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Term other than during the Minimum Service Term.

5. Charges. The rates and charges for Service are set forth on the Rate Schedule, on the Rate Sheet and in the Agreement. Any Service component charge not shown under the MiCTA Master Agreement will be provided to Member at CenturyLink's then current rates. Member must pay to CenturyLink all applicable charges that are described in the Rate Schedule, in the Rate Sheet, in the Agreement and this Service Exhibit, and any applicable Order Form. CenturyLink will provide services not available under the MiCTA Master Agreement to Member at CenturyLink's then current charges. CenturyLink's list rates for new Service elements are available in either the Rate Sheet or in a separate document posted on-line and referenced in the Rate Sheet. Charges will commence within five days of the Start of Service Date. Member will not be eligible for any offers, discounts or promotions other than those specifically set



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forth in the Agreement. Service will remain taxed based on the PPU locations where Member utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Member (including without limitation, upon CenturyLink's posting such modifications in the Web site(s) designated by CenturyLink for that pricing, or providing any other notice to Member). CenturyLink may modify or discontinue Service pricing after the Initial Term for Service at a Member location is completed. Upgrades and purchases of additional Service after the initial order(s) may be subject to then-current Service pricing.

**6. AUP.** All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.

**7. E-Mail Information/Updates.** Member acknowledges and agrees that CenturyLink may contact Member via e-mail at the e-mail address provided to CenturyLink when Member ordered the Service for any reason relating to the Service. Member further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

**8. Service Upgrades/MACDs.** CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Member.

**8.1 Addition of Hosted VoIP or SIP Trunk Seats or SIP Trunk Sessions During Term.** Member may add additional Hosted VoIP seats or SIP Trunk seats or Sessions to existing Service at a Member location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the Hosted VoIP seat and SIP Trunk Session/seat rates shown in the Pricing Attachment or Rate Sheet will apply. If Member adds more seats and/or Sessions per site than can be accommodated by the CPE used Service, Member will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats and/or Sessions. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Member agrees that each Hosted VoIP seat and SIP Trunk Session and seat will have its own Minimum Service Term commencing on the Start of Service Date for the seat or Session. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to Hosted VoIP seats and SIP Trunk seats and Sessions added during the Term.

**8.2 MACDs.** "MACD" means move, add, change, disconnect. Member may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Member's location, and will be at CenturyLink's then-current rates for on-site dispatch.

**8.3 Routers.** If necessary, Member's existing Router(s) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Router(s) associated with Member's Service must be returned to CenturyLink within 15 days of new Router installation. If the Router(s) are not returned, Member must pay to CenturyLink a charge for non-return of the Router(s) as indicated in the "Rental CPE" section below.

**9. Rental CPE.**

**9.1 General.** CenturyLink will provide Member with rental Member premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the Agreement. CPE, as defined herein, does not include CPE purchased by Member.

**9.2 Eligibility.** In order to qualify for rental of CPE under this section, Member must also purchase CenturyLink Hosted VoIP or CenturyLink IQ SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

**9.3 Delivery; Return.** Delivery will be made either by F.O.B. origin, freight paid by Member, or personal delivery by CenturyLink to the Member location as identified in writing by Member. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, upon termination of Service, or when Member replaces CPE with upgraded models, Member must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Member with return instructions. Member will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Member will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Member the then-current value of the applicable CPE model ("Replacement Cost"), plus a \$100 administrative charge per CPE device.

**9.4 Ownership and Use.** Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Member's real property or any improvements, and are held by Member subordinate to the rights of CenturyLink. Member will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Member bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Member will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Member of its payments obligations.

**9.5 Software License.** Software licensor retains title to the software. To the extent possible, CenturyLink grants Member a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Member's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Member may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

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**9.6 Insurance.** At its own expense, after delivery of the CPE, Member will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Member will provide insurance certificates evidencing such insurance.

**9.7 Charges.** The MRC for rental of an IP handset is included in the applicable Hosted VoIP seat MRC. IP handsets are not included with SIP Trunk seats. Charges will commence within five days of Start of Service Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

**9.8 CPE Replacement Recovery Charge.** Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Member will pay: (A) the Replacement Cost for the damaged CPE, and (B) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Member requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Member's approval, and invoice the charges within 60 days. Member is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Rental CPE section will continue to apply. Replacement CPE may or may not be the same model.

**9.9 Term.** CPE and Service ordered during a Term will commence on the Start of Service Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Member terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Member will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

**9.10 Safety Compliance.** Member will indemnify and hold CenturyLink harmless from any liability arising from Member's failure to inform CenturyLink of Hazardous Substances.

**9.11 Routers.** Router rental and maintenance provisions under this Service Exhibit apply only if Member is purchasing a la carte CenturyLink Approved Connectivity with Service, and renting Routers from CenturyLink for use with Service. If Member is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of Routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Member elects to rent Routers for use with Service, the MRC for Router rental and maintenance is not included in the seat MRC, and will be shown in a separate Rental CPE Rate Attachment. The Routers provided with Service vary depending on the port speed and number of seats Member orders for a location.

**9.12 Maintenance and Configuration Changes.** CenturyLink will perform all maintenance and configuration of any Rental CPE Routers, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.centurylink.com/legal/> and incorporated by reference. The Detailed Description for Pro-MET® Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for Pro-MET® On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Routers maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Routers maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.

**9.13 Spare IP Devices.** If Member wishes to rent spare IP handsets or other IP Devices, additional MRCs and NRCs for those items are not included in the MRCs or NRCs shown in the Pricing Attachment, but are shown in a separate Rental CPE Rate Attachment.

**9.14 Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Member's systems invulnerable to security breaches. Member is responsible for Member's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Member's use of CPE, Service or an Underlying Service Member will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

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Pricing Attachment

1. CenturyLink IQ SIP Trunk Initial Service Ordered and Pricing:

**CenturyLink IQ SIP Trunk Pricing (Sessions and Seats)**

SESSION TYPE PRICING (Per Session)	1 Year Term		2 Year Term		3 Year Term	
	1-100 Sessions	101+Sessions	1-100 Sessions	101+Sessions	1-100 Sessions	101+Sessions
Usage Session	\$ 9.00	\$ 8.00	\$ 9.00	\$ 8.00	\$ 9.00	\$ 8.00
Standard Session	\$ 20.00	\$ 18.00	\$ 19.00	\$ 17.00	\$ 18.00	\$ 16.00
Enterprise Session	\$ 22.00	\$ 20.00	\$ 21.00	\$ 19.00	\$ 20.00	\$ 18.00

SEAT TYPE PRICING (Per Session)	MRC			NRC
	1 Year Term	2 Year Term	3 Year Term	
Basic	\$ 0.25	\$ 0.25	\$ 0.25	\$ -
Standard	\$ 0.25	\$ 0.25	\$ 0.25	\$ -
Premium	\$ 3.00	\$ 3.00	\$ 3.00	\$ -
Mobility	\$ 2.50	\$ 2.50	\$ 2.50	\$ -
Voice Mail	\$ 5.95	\$ 5.95	\$ 5.95	\$ -
Virtual Seat (1 to 50 Seats)	\$ 15.00	\$ 14.00	\$ 13.00	\$ -
Virtual Seat (51 to 150 Seats)	\$ 14.00	\$ 13.00	\$ 12.00	\$ -
Virtual Seat (151+ Seats)	\$ 13.00	\$ 12.00	\$ 11.00	\$ -

**CenturyLink IQ SIP Trunk Pricing (Long Distance)**

Bundled Local/Long Distance (Combined Seats+Sessions)	Local Mon. Incl..	LD Min. Incl.				LD Overage Rate
		1-20 Seats+Sessions	21 - 35 Seats+Sessions	36 - 50 Seats+Sessions	51+ Seats+Sessions	
Standard Session	Unlimited	3,000	5,000	7,000	10,000	\$0.03
Enterprise Session	Unlimited	3,000	5,000	7,000	10,000	\$0.03

Metered Local/Long Distance	Local Metered Rate	Dedicated 1+		Dedicated Toll-Free	
		Interstate Rate	Intrastate Rate	Interstate Rate	Intrastate Rate
Usage Session	Unlimited	\$0.03	See SIP Trunk LD Table	\$0.03	See SIP Trunk LD Table

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**CenturyLink IQ SIP Trunk Pricing (A La Carte Items)**

A La Carte Pricing	MRC	NRC
Hunt Groups (per Hunt Group)	\$4.95	\$10.00
Voice Mail for Hunt Groups (per Hunt Group)	\$5.95	N/A
Auto Attendant (per Auto Attendant)	\$14.95	\$10.00
Business Communicator (Soft Phone for PC with Windows or MAC iOS or Android tablets or mobile devices) - Voice and Video Calling only	\$2.95	N/A
Business Communicator (Soft Phone for PC with Windows or MAC iOS or Android tablets or mobile devices) - Voice/Video Calling with IM & Presence	\$5.95	N/A
Receptionist Web Console (per Console)	\$59.00	N/A
Voice Mail Only Seat (per VM Only Seat) 911 calls cannot be made from a voice mail only seat	\$5.95	N/A
Available TN (new and ported beyond seats - per TN)	\$0.25	N/A
An Available TN is an unallocated TN Customer retains in a pool for later use	\$0.00	\$0.00
Anywhere TN (find me/follow me) (per Anywhere TN)	\$21.95	\$10.00
Enhanced E911 service (per TN)	\$1.00	N/A
Alien TN 911 Service Call (per incident)	N/A	\$75.00
PAC/VPAC (per Product Account <sup>1</sup> )	N/A	\$15.00
Basic business white page listing (MRC per listing) <sup>2</sup>	\$1.95	N/A
Directory Assistance (per call)	\$1.99	N/A
VoIP Expedited Installation Charge (per Enterprise <sup>3</sup> )	N/A	\$500.00
Extended Wiring NRC (per circuit) (if provided by CenturyLink) <sup>4</sup>	N/A	\$276 per circuit

<sup>1</sup> Per Product Account means per CenturyLink IQ Networking port or primary host location.

<sup>2</sup> Customer will be charged \$1.95 per month for each white page listing. Purchase of a white page listing will include a yellow page listing at no additional charge for Qwest Corporation, d/b/a CenturyLink QC In-Region/In-franchise locations only. "In-Region" means CenturyLink QC's 14 state local service territory.

<sup>3</sup> Per Enterprise means company-wide across all Customer locations.

<sup>4</sup> CenturyLink will automatically include Extended Wiring on all new installation orders at the charge appearing in the pricing table. The charge applies to each circuit requiring Extended Wiring. (For example, if Customer orders a 2XDS1 circuit, the Extended Wiring change will be 2 x \$276, or \$552.) CenturyLink will determine whether Extended Wiring is required at Customer premise at the time of installation. If not required, a supplemental order will be placed to remove this charge. If the Extended Wiring NRC was billed to Customer when no Extended Wiring was required, Customer will be allowed to a credit for the Extended Wiring NRC actually charged.

**CENTURYLINK® LOYAL ADVANTAGE®**  
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**CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**

**1. General; Definitions.** This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Member. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. If there is a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced with "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein. Member will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed Purchase Order or promotion term sheet.

"Change Order" means any change, submitted by Member to CenturyLink or CenturyLink to Member, to a SOW that was previously agreed upon by CenturyLink and Member. Member will be responsible for all charges related to such SOW Change Order

"CPE" means either: (a) customer purchased equipment, or (b) customer premise equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Detailed Description(s)" means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com/>. All references to "Customer" are replaced with "Member" as defined herein.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Member for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Member.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; or (b) support Member network management objectives.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Member, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Member; and Member's signature on the SOW.

**2. CenturyLink Select Advantage Solutions.**

**2.1 Purchase.** Member may purchase Solutions by issuing a PO to CenturyLink or executing an SOW. Member's purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at <http://www.centurylinkselectadvantage.com/>, and are incorporated by this reference. Member must register to create a username and password the first time the Web site is accessed to view these Detailed Descriptions. By issuing a PO to CenturyLink, Member warrants that Member has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Member's continued use of the Solution constitutes acceptance of those changes. If a PO issued by Member contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Member's exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

**2.2. Limitation of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, QWEST'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW; OR (B) FOR CLAIMS ARISING OUT OF PRODUCTS, EXCLUDING PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE UNDER THE AGREEMENT, THE AMOUNT OF THOSE PRODUCTS SET FORTH IN THE PURCHASE ORDER RELATING SOLELY TO THE AFFECTED PRODUCT.

**3. Term; Termination.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and continue until expiration or termination of the Agreement. Either party may terminate this Service Exhibit at its convenience upon 30 days prior written notice to the other party, or as otherwise stated in the SOW, or for Cause. If Member or CenturyLink terminates this Agreement or any Purchase Orders, then Member will remain liable for charges accrued as of the termination date. Notwithstanding the forgoing, any termination provisions governing the Solutions are set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

**4. Payment/Billing for Services.** The charges for Products or Services are as set forth in the MiCTA Master Agreement and CenturyLink's MiCTA Rate Schedule available on the MiCTA Web site at <http://www.mictatech.org> as set forth in a valid Purchase Order or SOW accepted by CenturyLink. If there is a conflict, the rates and charges set forth in the MiCTA Master Agreement will control. Any such charge not shown under the MiCTA Master Agreement will be provided to Member at CenturyLink's then current rates. Charges are due and payable upon Member's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. CenturyLink may in its sole discretion modify the payment terms or require other reasonable assurance of payment if Member failed to pay any invoice when due or there is a material and adverse change in Member's financial condition.

**CENTURYLINK IQ<sup>®</sup> MANAGED DATA BUNDLE OFFER ATTACHMENT**

This CenturyLink IQ<sup>®</sup> Managed Data Bundle offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ<sup>®</sup> Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the Network Management Service Exhibit (if applicable) and the CenturyLink<sup>®</sup> Total Advantage<sup>®</sup> or CenturyLink<sup>®</sup> Loyal Advantage<sup>®</sup> Agreement ("Agreement") between Customer and CenturyLink QCC, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

**1. Scope.** Customer may purchase a Managed Data Bundle solution (each a "Managed Data Bundle") under this Attachment. A "Managed Data Bundle" is a combination of a CenturyLink IQ<sup>®</sup> Networking Internet, Private or Enhanced Port, Local Access Service, Eligible Rental CPE (ADTRAN<sup>®</sup> or Cisco<sup>®</sup>), and Network Management Service ("NMS") Select Management or Comprehensive Management. NMS Select Management and Comprehensive Management provide 12 or 24 Rental CPE configuration changes, 24x7 real-time monitoring, pro-active notification of problems or potential problems, and online reporting of the Rental CPE. Ethernet switch options are available on the Ethernet-based bundles, and VoIP configuration options are available with both Select and Comprehensive Management.

**2. Eligibility and Restrictions.** Customer must order all the applicable Service elements in the Managed Data Bundle at the same time under an Agreement with a 24 or 36, or 60 month Term. This offer is only valid through the Cutoff Date. However, CenturyLink may, in its sole discretion, accept orders and quotes beyond that date, and any such orders and quotes will be subject to the terms of this offer.

**2.1 Managed Data Bundle Ports and Local Access.** Managed Data Bundles are available with the CenturyLink IQ Networking Port bandwidths shown in the Eligible Rental CPE table below (each a "Managed Data Bundle Port"). Ethernet Managed Data Bundle Ports must use ELA. If Customer uses CPA or Cross Connect Access, Customer must ensure that Local Access is compatible with CenturyLink's existing networking infrastructure and equipment, including the Rental CPE. CenturyLink will provide End-to-End Performance Reporting for Private Port or Enhanced Port Data Bundles. The Internet Port, Private Port or Enhanced Port Managed Data Bundle Port MRC will be used to calculate Contributory Charges.

**2.2 Rental CPE.** The following table shows the eligible Rental CPE that may be used with each Port speed and Managed Data Bundle.

Eligible Rental CPE available with all Managed Data Bundle Port Types (Internet, Private and Enhanced)							
Bundle Types	CenturyLink IQ Networking Port Bandwidths						
	DS1	2xDS1	3xDS1 4xDS1	5xDS1 6xDS1 7xDS1 8xDS1	With ELA: 5 Mbps and 10 – 100 Mbps <sup>1</sup>	With ELA: 100 Mbps to 1Gbps <sup>2</sup>	DS3
Managed Data Bundle (ADTRAN)	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 4430	ADTRAN 908e w/ SBC <sup>4</sup> or 1335P <sup>3</sup>	ATLAN 5660	ADTRAN NV5305
Managed Data Bundle (Cisco)	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	N/A	Cisco 2951

<sup>1</sup>Bandwidths increase in 10 Mbps increments.  
<sup>2</sup>Bandwidths increase in 100 Mbps increments.  
<sup>3</sup>The 1335P only supports Ethernet speeds up to 10 Mbps.  
<sup>4</sup>Session Border Controller.

The Rental CPE must be configured and installed for use with a Managed Data Bundle Port. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Rental CPE maintenance is provided under the applicable Detailed Description. 8x5 Next Business Day ("NBD") maintenance uses ProMET<sup>®</sup> Remote Standard Service and 24x7 on-site maintenance uses ProMET<sup>®</sup> On-Site Premium Service.

**2.3 Upgrade.** During a Service Term, Customer may upgrade its Managed Data Bundle to a higher bandwidth (a "Bandwidth Upgrade") if the Managed Data Bundle has been installed at least three months; provided, however, Customer may not upgrade an ELA speed to NxDS1 or DS3. A "Managed Upgrade" means Customer may upgrade an existing Data Bundle Standard or a Data Bundle Pro to a Managed Data Bundle at the same bandwidth level or as a Bandwidth Upgrade if Customer orders the Managed Upgrade within this Attachment's Offer Period. Customer may upgrade from an existing Data Bundle Pro to a Managed Data Bundle at the same bandwidth without restarting a new Service Term for the upgraded Managed Data Bundle. Bandwidth Upgrades and Managed Upgrades are referred to as "Upgrades." Customer may need to amend the Agreement to adjust the Term with an Upgrade. Customer may upgrade a Managed Data Bundle with 8x5 NBD maintenance to 24x7 on-site maintenance without restarting a new Service Term if Customer: (a) has a location and Rental CPE that qualifies, (b) keeps the same bundle type and bandwidth and (c) pays the Upgrade NRC. All other Upgrades are subject to the Upgrade NRC and must: (d) keep the same CPE Rental brand, and (e) begin a new Service Term that is the same or longer than the existing Service Term. Notwithstanding subsection (e) in this section, Customer is not required to begin a new Service Term if both the Local Access circuit and the Rental CPE device do not change as part



## CENTURYLINK IQ<sup>®</sup> MANAGED DATA BUNDLE OFFER ATTACHMENT

of the upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

**2.4 Moves.** Customer may move a Managed Data Bundle to a different Service Address within the same wire center ("Move"). Such Move will not restart the Service Term. Customer must submit notice to CenturyLink at least 30 days before the requested Move date. Local Access ancillary charges may apply.

**2.5 Relocation.** Customer may relocate a Managed Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Managed Data Bundle that was installed at the old Service Address for at least 12 months, (b) submits the order for the new Service Address and the disconnect order for old Service Address at the same time, (c) submits a new order for a Bandwidth Upgrade or the same Managed Data Bundle, (d) pays the Upgrade NRC and (e) follows the standard Upgrade process, if applicable. The Service Term will restart for a Relocation and must be the same or longer than the existing Service Term. If Customer had 24x7 on-site maintenance at the old Service Address and 24x7 on-site maintenance is not available at the new Service Address as a part of a Relocation, Customer may order a Managed Data Bundle with standard 8x5 NBD maintenance. Customer may be required to use the original Rental CPE at Customer's new Service Address if CenturyLink determines that new or different Rental CPE is not necessary. If Customer requires on-site assistance from CenturyLink to install the Rental CPE at the new Service Address, an additional dispatch fee will apply.

**3. Pricing.** Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Managed Data Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Managed Data Bundle ordered by Customer. CenturyLink will waive CenturyLink IQ Networking Port install NRCs and Local Access install NRCs if Services remain installed until the expiration of the Service Term. CenturyLink will also waive the SIG Activation NRC for Enhanced Port when provided through CenturyLink IQ Managed Data Bundles. CenturyLink will not waive any Local Access ancillary charges, including Construction charges. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

**3.1** If Customer wishes to order a new Managed Data Bundle or modify an existing Managed Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Managed Data Bundle or, (ii) if Addendum A applies and the new Managed Data Bundle type is not shown in Addendum A, enter into a separate written amendment. If there is a conflict between a signed quote and Addendum A, the quote will apply to the Upgrade or the new Managed Data Bundle that is specified on the quote

**3.2 Managed Data Bundle Pricing.** The Managed Data Bundle Port MRC includes the MRCs for the Managed Data Bundle Port, Rental CPE and NMS Select Management or Comprehensive Management. CenturyLink will waive End-to-End Performance Reporting MRCs. The Managed Data Bundle pricing is exclusive of, and may not be combined any current offers, promotions, or discounts and will only be applied in lieu of any such discounts except the offer in this Attachment may be combined with certain CenturyLink Long Distance and Toll Free offers and the CenturyLink IQ Networking Transition Offer. After the Service Term for a Managed Data Bundle expires, CenturyLink may modify pricing for the Managed Data Bundle. Upgrades and additional Managed Data Bundle orders after an initial order may be subject to then-current Data Bundle pricing.

**3.3 Local Access Pricing.** Local Access rates are in the quote or in Addendum A.

**3.4 Upgrade NRC.** Customer must pay the NRC in the table in this section for any Upgrade.

Description	Promo code	NRC
Upgrade NRC	iQBundleUPGR	\$275.00

## 4. Term; Cancellation.

**4.1 Term.** The term of an individual Managed Data Bundle begins on the date CenturyLink notifies Customer that a Managed Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of month as specified in Customer's order for a Managed Data Bundle ("Service Term"). The Service Term is indicated in the Quote or pricing table in Addendum A. If the CenturyLink IQ Networking Transition Offer and this Managed Data Bundle offer both apply to a Port, the Eligible Service Minimum Term set forth in the Transition Offer will be the "Service Term" if it is greater than the Managed Data Bundle Service Term. Upon expiration of a Service Term, the Managed Data Bundle will remain in effect on a month-to month basis until canceled by either party with 60 days' prior notice.

**4.2 Cancellation.** Upon cancellation of a Managed Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Managed Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Managed Data Bundle Port Cancellation Charge equal to: (i) 100% of the Managed Data Bundle Port's MRC multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Managed Data Bundle Ports MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus(iii) 50% of the Managed Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Managed Data bundle quote or (b) an amount equal to the NRC shown on the Product Pricer quote.

**CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

**4.3 Waiver of Cancellation Charges.**

- (a) **Upgrade.** When Customer Upgrades at the same Service Address, CenturyLink will waive (i) the Managed Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Managed Data Bundles installed for at least 12 months, and (iii) Local Access Charges for all other Managed Data Bundles.
- (b) **Moves.** When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will waive both the Managed Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.
- (c) **Relocation.** When Customer has a Relocation, CenturyLink will waive (i) the Managed Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Managed Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Managed Data Bundles.

**4.5 Rental CPE Purchase.** Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Rental CPE. NMS will continue on the purchased Rental CPE as part of the Managed Data Bundle package only if Customer purchases separate maintenance. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

**5. Add-On Connection.** Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Managed Data Bundle, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for Add-On Connection Cards as part of the 12 or 24 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under a separate CenturyLink Service Exhibit with separate charges.

<b>Rental CPE Routers that Support Add-On Connection Cards</b>	
<b>Router</b>	<b>CenturyLink IQ Data Bundle Bandwidth</b>
Cisco 2921-VSEC	DS1
Cisco 2921-VSEC	2xDS1
Cisco 2921-VSEC	3xDS1 and 4xDS1
Adtran 4430 and Cisco 2921-VSEC	5xDS1 through 8xDS1
Adtran 1335POE	Up to 10 Mbps
Adtran 5305 and Cisco 2951	DS3
Cisco 2921-VSEC	5 Mbps and 10 Mbps through 100 Mbps ELA in 10 Mbps increments
ADTRAN 5660	100 Mbps through 1 Gbps in 100 Mbps increments

<b>CenturyLink-approved Add-On Connection Cards</b>	
<b>Cisco</b>	<b>ADTRAN</b>
HWIC-1DSU-T1	Single T1 NIM
VVIC3-2MFT-T1/E1	Dual T1 NIM
SM-X-1T3/E3	1200481E1
EHWIC-4G-LTE-VZ	1200480E1
EHWIC-4ESG	

(a) **Replacement Program.** CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

<b>Description</b>	<b>NRC</b>
Add-On Connection Card Replacement Program	\$50 per Add-On Connection Card

**6. Miscellaneous.** All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Managed Data Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective

**CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

Date. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, the Agreement. This Attachment, the CenturyLink IQ Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the Network Management Service Exhibit (if NMS is not included in the CenturyLink IQ Networking Service Exhibit) and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

## Boone County Purchasing ShoreTel Scope of Work



### Project Description

ShoreTel system configured with premises-based equipment  
System licensed for 105 IP users and 24 analog stations  
Workgroup licenses provide contact center features for 6 users. 1 Workgroup supervisor  
Includes software for up to 76 SIP trunks from two separate vendors  
Includes 102 IP telephone sets and two DECT wireless handsets  
System as quoted provides 4 analog trunks, 24 analog stations  
Quote includes HP server for ShoreTel apps and Director  
All POE switches and LAN equipment will be provided by Boone County  
Training will include one class to train 10-12 trainers and one class to train 4-5 on system admin.

Quote includes one year of Centurion maintenance and ShoreTel factory support, beginning at cutover  
Centurion maintenance quoted without phone set replacement.  
DECT coverage is assumed to be adequate with one base station.  
Quote assumes Boone County will provide any required rack space  
Boone County staff will unbox and place all new phones, and provide testing support  
Quote includes one spare phone of each type

### CenturyLink Responsibility:

1. In conjunction with the customer, gather existing data and voice infrastructure information via the Site survey process. (Where applicable)
  - a. Site addresses
  - b. Physical and logical network topology (LAN, WAN, WLAN, PSTN) configurations
  - c. Quality of Service, VLANS, Security, etc.
  - d. Existing fault tolerance and redundancy
  - e. Identify existing legacy platforms
  - f. Identify applicable 3rd party application requirements.
  - g. Collect & review floor plans received from customer.
2. Document all network/applications risks/gaps, and ensure that the customer is made aware of risks/gaps.
3. Provide a single point of contact ("CenturyLink Project Manager") for all issues relating to the implementation services.
4. All final project documentation has been given to the customer contact. This includes, but not limited to final system layout, network drawings, service numbers, CenturyLink contact information, training rosters, IP addresses, and server configurations.

5. Provide customer with CenturyLink's specifications relating to the environmental requirements of the site (including but not limited to power supplies, air conditioning, and physical location, temperature, electrical, humidity, air filtering).
6. All equipment and applications as defined in this scope of work and the sales contract are working per vendor and industry standards. This also includes any additions or deletions for Job Change Order (JCO) activity.

## **Customer Responsibility:**

1. Provide an adequate environment (room, power, light & temperature) for equipment per CenturyLink / Manufacturer's specifications. (See attachments)
2. Supply the workplace policies and environmental conditions in effect at the customer site(s).
3. Determine and allocate a safe, secure, and appropriate environment for storing the received equipment until onsite implementation and deployment.
4. Provide accurate cable and equipment records. Defective, non-standard or improperly installed cabling will not be used. Any corrective work (by CenturyLink) required to make the solution function properly will be billed on a time and material basis to the customer.
5. Provide location and WLAN access and information to CenturyLink in order for CenturyLink to assess WLAN environment relative to the proposed solution and associated applications.
6. Satisfactorily address WLAN assessment findings prior to implementation and sign off that the WLAN environment is acceptable.
7. Provide current protocol addressing scheme and current network diagram if applicable.
8. Gather and provide to CenturyLink all necessary and applicable network documentation, network access and information required for CenturyLink to provide a network, application and operational readiness analysis.
9. When requested by CenturyLink, provide current customer site building layouts, including the floor plans, location of cables, cable records and power sources.
10. Provide information and documentation required by CenturyLink within the specified timeframe agreed upon by CenturyLink and customer.
11. Provide a safe working environment.
12. Provide working hour access to customer owned facilities
13. Any Telco demarcation extension; unless documented in this Scope of Work.
14. Notify CenturyLink of any hardware and/or software upgrades or any other scheduled implementation activities within the customer's network at least ten (10) business days prior to and during the scheduled installation.
15. Suspend customer moves, adds, and changes ( 5 ) working days prior to installation date.
16. Provide remote access to equipment via either VPN or dial-up line.
17. Designate a single point of contact to whom all CenturyLink communications may be addressed and who has authority to act on all aspects of the services for approval of all Job Change Orders/Notices. Designate a backup when the customer contact is not available who has the authority to act on all aspects of the services in the absence of the primary contact.
18. Designate a facilities resource to expedite access to areas deemed secure.

19. With CenturyLink, review system requirements relative to bill of materials, scope of work, project implementation plan, and business and technical objectives.
20. Satisfactorily address identified network, application and operational readiness risks or gaps as identified by the CenturyLink team. Failure to address issues by date specified may result in project delay and additional time and materials billing.
21. Participate in implementation plan review and ensure customer assigned responsibilities are assigned and prioritized with the appropriate resources.
22. Identify internal resources to participate in system acceptance testing when necessary.
23. Sign off on test plan and acceptance criteria
24. Collaborate with CenturyLink to develop staff training plan. Sign off that the Staff training plan is acceptable; deviations will result in additional billing on a time and material basis. Insure all personnel attend training as outlined in the training plan.
25. Customer is responsible for all returns to their current leasing companies
26. Racking and stacking of equipment.
27. Installation of UPS system
28. Operation and maintenance of any and all equipment, not specified in an CenturyLink maintenance agreement, will be the customer's responsibility.

## **Change Management Policy:**

Changes to the scope or deliverables of this project will not be made without review and written approval by CenturyLink. All changes to scope or price will only be accepted through a change order. Requests for such changes may be initiated by the customer or CenturyLink.

### **Change Management Procedures**

A change order must be documented by the requesting party, including the following:

- Description of the change
- Reason for the change

Anticipated effect the change will have on the scope of work, resources and delivery schedule.

The designated Project Manager, Sr. Project Manager or Program Manager of the requesting party will review the proposed change with his/her counterpart(s). All parties will evaluate and negotiate in good faith the changes to be made and the additional charges or billing arrangements, if any, to implement them.

Upon execution, the approved Change Order will be incorporated into, and made a part of, this Statement of Work and any previously approved pertinent Change Orders. Project manager is responsible for documenting any such changes.

### **Change Management Precedence**



Whenever there is a conflict between the terms and conditions set forth in an approved Change Order and the original scope of work represented by this Statement of Work and other previously incorporated Change Orders, the terms and conditions of the most recently approved Change Order will prevail.

### Restocking Fee

**Order Cancellation or Return of Equipment.** In CenturyLink's sole discretion, Equipment may be returned by Customer with prior approval and specific shipping instructions from CenturyLink, and must be in original manufacturer's boxes or packaging for CenturyLink to accept the return. In addition to all other applicable charges, Customer will pay CenturyLink a restock charge of 25% of the purchase price as liquidated damages, and not as a penalty, upon the return of Equipment if the return is due to a Customer ordering error or Customer's late cancellation of an order. Customer is responsible for any damage to the Equipment while in Customer's possession or during return shipment to CenturyLink.


**Pre-Delivery.** If Customer repudiates, gives notice of cancellation, or otherwise breaches this Annex prior to delivery of the Equipment, Customer will pay CenturyLink as liquidated damages, and not as a penalty, 25% of the purchase price or CenturyLink's out of pocket costs incurred as a result of Customer's cancellation, whichever is greater


**Post-Delivery.** If Customer breaches this SoW after delivery of the Equipment, CenturyLink may, in addition to any other remedies available to CenturyLink: (a) declare all sums due and payable immediately; (b) discontinue discounts related to Equipment; (c) cease installation or delivery or disconnect and deactivate Equipment until amounts due are paid; or (d) retake possession of Equipment and retain all sums paid by Customer as a setoff against expenses incurred.

**Drop Ship.** Purchases where CenturyLink will not be providing installation ("Drop Ship") may not be cancelled following order placement without prior written authorization of CenturyLink or assignment of a return authorization number ("Call Tag Number").

### CenturyLink Scope of Work Acceptance:

Customer agrees to all information and requirements within this Scope of Work.

CenturyLink Implementation Approval:   
Date: 8/21/16

Customer Acceptance:   
Date: 6-23-16

\*\* BSM to retain copy for records



Customer Legal Name:	Boone County Purchasing
Customer Billing Name:	Boone County Purchasing
Site Address 1:	613 E ASH ST RM 109
Site Address 2:	
City:	COLUMBIA
State:	MO
Zip:	65201-4432
Contact Name:	Aron Gish
Phone Number:	573-886-4315
E-Mail:	<a href="mailto:agish@boonecountymo.org">agish@boonecountymo.org</a>
Account Manager / Sales ID:	COURTLAND CHRISMAN
Account Manager E-mail:	<a href="mailto:Court.Chrisman@CenturyLink.com">Court.Chrisman@CenturyLink.com</a>
Sales Engineer Name:	<u>Kevin Webb</u>
Sales Engineer E-Mail:	<a href="mailto:kevin.c.webb@centurylink.com">kevin.c.webb@centurylink.com</a>
Quote Number:	15-018354



JCW Pricing Tool 6.01

Quote Number# 15-018354

Account Manager: COURTLAND CHRISMAN

<b>Customer Legal Name:</b> Boone County Purchasing <b>Customer Billing Name:</b> Boone County Purchasing <b>Customer Address:</b> 613 E ASH ST RM 109 , COLUMBIA, MO 65201-4432 <b>Date Prepared:</b> June 8, 2016 <b>Quote Expires:</b> August 7, 2016 <b>Quote Number:</b> 15-018354				<b>Centurion Maintenance</b>  <b>Coverage:</b> <u>Standard</u> <b>Contract Term:</b> 12			
QTY	Item	Total Non-Recurring Price	Annual Price - Year 1	Annual Price - Year 2+	Total Annual Price - Y1	Total Annual Price - Y2+	Total Term Price
	CPE - (Includes Shipping and Misc costs)	\$ 61,888.06			\$ 1,770.85	\$ -	\$ 1,770.85
	Labor	\$ 11,518.16					
	On-Site Tech		\$ -	\$ -			
	Vendor Support	\$ 2,245.69	\$ -	\$ -			
<b>Total Prices</b>		<b>\$ 75,651.91</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,770.85</b>	<b>\$ -</b>	<b>\$ 1,770.85</b>

Prices shown on this page represent recurring and nonrecurring charges for items as described. These prices do not include recurring or nonrecurring charges for taxes, duties, tariffs, or telecommunication services.



**CenturyLink**

Customer Legal Name: Boone County Purchasing  
 Customer Billing Name: Boone County Purchasing  
 613 E ASH ST RM 109  
 COLUMBIA  
 MO , 65201-4432  
 Quote-Build #: 15-018354-Oracle

Valid Until August 7, 2016

Description of Work to be Performed: ShoreTel system configured with premises-based equipment

Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same.

See Vendor Support Tab for Additional Pricing

See below for description \*

Part Number	Description	Quantity	Unit Price	Extended Price
10429	IP Phone IP 655 with anti-glare screen - (Requires ShoreTel 11.1 or	3	\$ 552.39	\$ 1,657.17
10496	IP Phone IP 480, Requires ShoreTel 14 or later	87	\$ 220.51	\$ 19,184.37
10498	IP Phone IP 485g, Requires ShoreTel 14 or later	7	\$ 316.39	\$ 2,214.73
40007	Workgroup Agent Access License	6	\$ 217.56	\$ 1,305.36
40008	Workgroup Supervisor Access License	1	\$ 438.81	\$ 438.81
10384	Starter Kit : IP 930D DECT Phone - US / Canada / Mexico (Includes	1	\$ 441.76	\$ 441.76
10389	Handset : IP 930D DECT Phone (Add-on) - includes handset charger -	1	\$ 146.76	\$ 146.76
30145	Connect ONSITE Courtesy license. Includes Extension Only with no	24	\$ 73.01	\$ 1,752.24
30147	Connect ONSITE Essentials license bundle. Includes Ext+Mbx, Connect	105	\$ 146.76	\$ 15,409.80
10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half	1	\$ 81.25	\$ 81.25
10525	#####	2	\$ 4,498.75	\$ 8,997.50
60165	ShoreTel Paging Adapter PA-1. With contact closure support.	1	\$ 56.25	\$ 56.25
29153	Connect ONSITE Software (Controlled Release) for Enterprise and SBE	1	\$ -	\$ -
30043	SIP Trunk Software License (requires ShoreTel 6. If you have a Conf	76	\$ 36.88	\$ 2,802.88
10495	IP Phone IP 420 - Requires ShoreTel 14 or later	9	\$ 139.39	\$ 1,254.51
60153	Wall Mount Kit for IP Phone IP420	8	\$ 18.75	\$ 150.00
10531	Voice Switch ST24A, 1U full-width. Max Capacities: 24 Analog Exts. No	1	\$ 2,212.50	\$ 2,212.50
10518	Button Box BB424 for IP 485g phones. Up to four connect via USB:	4	\$ 257.39	\$ 1,029.56
M1-50	CONNECTINGBLOCK 50PR	3	\$ 6.25	\$ 18.75
S89B	MOUNTING BRACKET	3	\$ 1.66	\$ 4.98
CAT5E-BLU-B-07	CAT5 ENHANCED PATCH CABLE WITHBOOTSBLUE 7FT	108	\$ 3.08	\$ 332.64
25-3-CX-25-GY	25PAIR FEMALE TO BLUNT ENDED 25 GRAY AMPHENOL CABL	3	\$ 33.06	\$ 99.18
3A4010	DL20 GEN9 G4400 NHP ETY SVR	1	\$ 575.28	\$ 575.28
VZ2896	9.5MM SATA DVD-ROM JB GEN9 KIT	1	\$ 88.90	\$ 88.90
3A3985	DL20 GEN9 M.2 RA/ODD PWR CABLE KIT	1	\$ 17.06	\$ 17.06
TU9693	MS WS12 R2 STD ROK E/F/I/G/S SW	1	\$ 745.95	\$ 745.95
QN9307	500GB SATA 7200 RPM 6GB/S LFF SC MDL HDD	1	\$ 216.96	\$ 216.96

Parts .....	\$ 61,235.15
Miscellaneous .....	\$ -
Shipping .....	\$ 652.91
<b>Parts Subtotal .....</b>	<b>\$ 61,888.06</b>
Labor .....	\$ 11,518.16
Vendor Support (See Vsupport Tab for Details).....	\$ 2,245.69
<b>TOTAL PRICE .....</b>	<b>\$ 75,651.91</b>

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html)

10525	Voice Switch ST100DA, 1U half-width. Max Capacities: 100 IP Phones, 6 Analog Exts, 38 SIP Trunk, 2 LS Trks, 1 Dig. Trunk (T1 or E1). Made in USA. Requires ShoreTel Connect	2	\$ 4,498.75	\$ 8,997.50
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Centurion Type	Standard
months	12
Hide show best value	TRUE
Min active	FALSE



**CENTURYLINK**  
CenturyLink Centurion Maintenance

Valid Until **August 7, 2016**  
Contract Term: 12 Months

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink™ Centurion Maintenance Service Annex, both posted to [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html).

Customer Legal Name: Boone County Purchasing  
Customer Billing Name: Boone County Purchasing  
613 E ASH ST RM 109  
COLUMBIA  
MO , 65201-4432  
Quote-Build #: 15-018354-Oracle

**See Vendor Support Tab for additional Support Costs**

**Engineer Selected**

Part Number	Description	Quantity	Annual Standard Rate		Annual Extended Rate	
			Unit	Total	Unit	Total
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
40007	Workgroup Agent Access License	6	\$ 279.15	\$ 1,674.91	\$ 334.98	\$ 2,009.90
40008	Workgroup Supervisor Access License	1	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
10384	Starter Kit : IP 930D DECT Phone - US / Canada / Mexico	1	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
30145	Connect ONSITE Courtesy license. Includes Extension On	24	\$ -	\$ -	\$ -	\$ -
30147	Connect ONSITE Essentials license bundle. Includes Ext-#	105	\$ -	\$ -	\$ -	\$ -
10223	Rack Mount Tray Kit for SG switch 1U half width, holds tv	1	\$ -	\$ -	\$ -	\$ -
10525	Voice Switch ST100DA, 1U half-width. Max Capacities: 10	2	\$ -	\$ -	\$ -	\$ -
60165	ShoreTel Paging Adapter PA-1. With contact closure supp	1	\$ -	\$ -	\$ -	\$ -
29153	Connect ONSITE Software (Controlled Release) for Enterp	1	\$ -	\$ -	\$ -	\$ -
30043	SIP Trunk Software License (requires ShoreTel 6. If you h	76	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
10531	Voice Switch ST24A, 1U full-width. Max Capacities: 24 An	1	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
3A4010	DL20 GEN9 G4400 NHP ETY SVR	1	\$ 95.94	\$ 95.94	\$ 115.09	\$ 115.09
VZ2896	9.5MM SATA DVD-ROM JB GEN9 KIT	1	\$ -	\$ -	\$ -	\$ -
3A3985	DL20 GEN9 M.2 RA/ODD PWR CABLE KIT	1	\$ -	\$ -	\$ -	\$ -
TU9693	MS WS12 R2 STD ROK E/F/I/G/S SW	1	\$ -	\$ -	\$ -	\$ -
QN9307	500GB SATA 7200 RPM 6GB/S LFF SC MDL HDD	1	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -
-	-	-	\$ -	\$ -	\$ -	\$ -

SUBTOTAL: ANNUAL RECURRING EQUIPMENT COVERAGE.....	\$ 1,770.85	\$ 2,124.99		
SUBTOTAL: ANNUAL ON SITE TECHNICIAN COVERAGE.....	\$ -	\$ -		
TOTAL ANNUAL RECURRING COVERAGE CHARGES .....	\$ 1,770.85	\$ 2,124.99		
TOTAL <u>CONTRACT TERM</u> RECURRING COVERAGE CHARGES .....	\$ 1,770.85	\$ 2,124.99		





-	-	-	NRR	-	\$	-	\$	-	\$	-
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## Price Sheet Vendor Support

Customer: Boone County Purchasing  
 613 E ASH ST RM 109  
 COLUMBIA  
 MO  
 65201-4432  
 Quote-Build#: 15-018354-Oracle

Pricing is Valid Until: August 7, 2016

Description of Work to be Performed: ShoreTel system configured with premises-based equipment

*Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same.*

Part Number	Description	Quantity	Type	(Only if MRR)		Sale Price	
				Term Years	MRR	Unit Price	Extended Price
94111	Partner Support (1 Year, No Phones)	5133	NRR	-	\$ -	\$ 0.44	\$ 2,245.69
-	-	-	NRR	-	\$ -	-	\$ -
-	-	-	NRR	-	\$ -	-	\$ -
-	-	-	NRR	-	\$ -	-	\$ -
-	-	-	NRR	-	\$ -	-	\$ -
-	-	-	NRR	-	\$ -	-	\$ -
-	-	-	NRR	-	\$ -	-	\$ -
-	-	-	NRR	-	\$ -	-	\$ -
-	-	-	NRR	-	\$ -	-	\$ -
-	-	-	NRR	-	\$ -	-	\$ -
TOTAL Annual MRR .....						\$ -	
TOTAL Term MRR .....						\$ -	
TOTAL PRICE NRR .....							\$ 2,245.69

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink® Centurion Maintenance Service Annex, both posted to [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html).



## Customer Notes / Project Description

ShoreTel system configured with premises-based equipment  
System licensed for 105 IP users and 24 analog stations  
Workgroup licenses provide contact center features for 6 users. 1 Workgroup supervisor  
Includes software for up to 76 SIP trunks from two separate vendors  
Includes 102 IP telephone sets and two DECT wireless handsets  
System as quoted provides 4 analog trunks, 24 analog stations  
Quote includes HP server for ShoreTel apps and Director  
All POE switches and LAN equipment will be provided by Boone County

Notes

Quote includes one year of Centurion maintenance and ShoreTel factory support, beginning at cutover  
Centurion maintenance quoted without phone set replacement.  
DECT coverage is assumed to be adequate with one base station.  
Quote assumes Boone County will provide any required rack space  
Boone County staff will unbox and place all new phones, and provide testing support  
Quote includes one spare phone of each type

Internal Project Notes

**Memorandum of Insurance**

MEMORANDUM OF INSURANCE					DATE	
					13-Apr-2016	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")			<b>COMPANIES AFFORDING COVERAGE</b>			
			Co. A Greenwich Insurance Company			
<b>INSURED</b> CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States			Co. B XL Specialty Insurance Co.			
			Co. C North American Elite Insurance Company			
			Co. D VARIOUS			
<b>COVERAGES</b>						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033303	01-SEP-2015	01-SEP-2016	GENERAL AGGREGATE	\$15,000,000
					PRODUCTS - COMP/OP AGG	\$15,000,000
					PERSONAL AND ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$3,000,000
					MED EXP (ANY ONE PERSON)	\$10,000
A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033403 - AOS	01-SEP-2015	01-SEP-2016	COMBINED SINGLE LIMIT	\$2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	UMB000800503	01-SEP-2015	01-SEP-2016	EACH OCCURENCE	\$10,000,000
					AGGREGATE	\$10,000,000

	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS COMPENSATION / EMPLOYERS LIABILITY	RWD500032903 AOS RWR500033003 WI	01-SEP-2015	01-SEP-2016		
B	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	RWE500033103 - WA RWE500033202 OH			WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE - POLICY LIMIT	\$1,000,000
					EL DISEASE - EACH EMPLOYEE	\$1,000,000
D	Technology E&O incl. Cyber/Privacy Liability	V1954C150101	01-SEP-2015	01-SEP-2016	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075003	01-MAR-2016	01-MAR-2017	Limits	\$10,000,000
D	Property	ART3016558	15-MAR-2016	15-MAR-2017	Amount of Insurance	\$25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE		DATE
		13-Apr-2016
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER	INSURED	
Marsh USA Inc. ("Marsh")	CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation ( <a href="http://www.centurylink.com/moi">www.centurylink.com/moi</a> ) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States	
ADDITIONAL INFORMATION		
Technology E&O (Including Cyber Privacy Liability)		
Insurer: Beazley Insurance Company, Inc.		

## CRIME

Insurer: ACE American Insurance Company

## PROPERTY

Insurer: Allianz Underwriters Insurance Company

Deductible: \$25,000,000

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

## GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies.

## AUTOMOBILE LIABILITY

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies.

## AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED



WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS'  
COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000  
RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

FOREIGN LIABILITY

WSI1004608

Insurer: Insurance Company of the State of Pennsylvania

Policy Period: September 1, 2015 to September 1, 2016

Foreign General Liability

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

\$2,000,000 Personal & Advertising Injury Limit

\$2,000,000 Each Occurrence Limit

\$1,000,000 Damage to Premises Rented to You Limit

\$50,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Foreign Business Auto Liability

\$2,000,000 Liability Limit, any one accident

\$25,000 Medical Expense Coverage, each accident

Foreign Voluntary Compensation and Employers Liability

Voluntary Compensation - employee injury benefits varies by classification of employee

\$2,000,000 Employers Liability Injury by Accident Each Accident

\$2,000,000 Employers Liability Injury, by Disease, policy limit

\$2,000,000 Employers Liability Injury, by Disease, each employee

EXCESS/UMBRELLA

Coverage applies per occurrence

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies.

CONTRACTOR'S POLLUTION

Policy No. CH13ECP793246QN

Insurer: Navigators Specialty Insurance Company

Policy Period: March 1, 2013 to May 1, 2016

Limits of Liability: \$3,000,000 each pollution condition / \$3,000,000 aggregate

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

23rd

day of

June

20

16

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

Now on this day the County Commission of the County of Boone does hereby award bid 23-16MAY16 for the purchase, delivery and placement of one (1) new Stainless Steel Countertop for the Juvenile Justice Center from Hulett Heating and Air Conditioning of Columbia, MO.

Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 23rd day of June, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren *DKB*  
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

299-2016

# 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 16, 2016  
**RE:** **23-16MAY16-Furnish, Delivery, Placement of Stainless Steel  
Countertop**

Juvenile Justice Center requests permission to purchase one (1) new Stainless Steel Countertop from Hulett Heating and Air Conditioning of Columbia Missouri.

Total cost of contract is \$2,625 and will be paid from department 1242 – Juvenile Justice Center, account 60100 – Replacement Machinery & Equipment. The budgeted amount was \$7,123.

**cc:** Cathy Thompson – Juvenile Justice Center  
Contract File

23-16MAY16 - Furnishing, Delivery, and  
Placement of Stainless Steel Seamless Countertop

Bid Tabulation		Hulett Heating and Air Conditioning
Item #	Description	
6.1.1	L-Shaped Stainless Steel Seamless Countertop	\$2,450.00
6.1.2	Labor to deliver and place countertop	\$175.00
6.1.3	Total: Countertop + Labor	\$2,625.00

"No Bid"	Timberline Custom Cabinets
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299-2016



**PURCHASE AGREEMENT  
FOR  
FURNISHING, DELIVERY, PLACEMENT OF STAINLESS STEEL COUNTERTOP**

**THIS AGREEMENT** dated the 23<sup>RD</sup> day of JUNE 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Hulett Heating and Air Conditioning** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Furnishing, Delivery, and Placement of Stainless Steel Countertop, County of Boone Request for Bid number 23-16MAY16** in compliance with all bid specifications, any addendum issued and Boone County Standard Terms and Conditions, as well as Vendor's bid response dated **May 12, 2016**, executed by **Dee Sanders**, on behalf of Vendor. 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 bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to furnish, deliver and place one (1) new **stainless steel countertop** at the **Juvenile Justice Center, County of Boone** as follows:

<b>Item #</b>	<b>Item</b>	<b>Cost</b>
<b>6.1.1</b>	<b>Seamless Stainless Steel Countertop</b>	<b>\$2,450.00</b>
<b>6.1.2</b>	<b>Labor to Deliver and Place Countertop</b>	<b>\$ 175.00</b>
<b>6.1.3</b>	<b>Grand Total</b>	<b>\$2,625.00</b>

3. **Delivery** - Vendor agrees to furnish and deliver Stainless Steel Countertop, complete with all equipment quoted and place the Countertop on existing cabinetry, **within 15 calendar days** after receipt of order. Delivery shall be FOB Destination – with freight charges fully included and prepaid. The seller pays and bears the freight charges. Delivery address shall be: Boone County Robert L Perry Juvenile Justice Center, 5665 Roger I Wilson Memorial Drive, Columbia, MO 65202

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Robert L Perry Juvenile Justice Center and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all 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 Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County

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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.

**HULETT HEATING AND AIR  
CONDITIONING**

by *Joe Sandus*  
title VICE PRESIDENT

**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 **DKB**

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.)

<u><i>Jane Pitchford</i></u> Signature	<u><i>by jz 06/16/2016</i></u> Date	<u><b>1242-92300 - \$2,625.00</b></u> <i>60100</i> Appropriation Account
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## **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.

6. Response/Pricing Page

In compliance with this Request for Bid and subject to all the conditions thereof, the Bidder agrees to furnish, deliver, place the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the Bidder named below. (Note: This form must be signed. All signatures must be original).

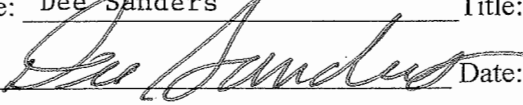
Company Name: Hulett Heating & Air Conditioning

Address: 400 Big Bear Blvd  
Columbia, MO 65202

Telephone: 573-449-3196 Fax: 573-875-5659

Federal Tax ID (or Social Security #): 43-0902845

Print Name: Dee Sanders Title: Vice-President

Signature:  Date: May 12, 2016

E-Mail Address: dsanders@huletttheating.com

6.1. Pricing

**Pricing** – The undersigned offers to furnish, deliver and place the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

<u>Item #</u>	<u>Description</u>	<u>Total</u>
6.1.1.	L-Shaped Stainless Steel Seamless Countertop	\$2450.00
6.1.2.	Labor to deliver and place Countertop	\$175.00
6.1.3.	Total: Countertop + Labor	\$2625.00

6.2. Equipment shall be furnished, delivered and placed 15 calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project:  
N/A

6.4. Describe warranty on equipment and labor (or attach description):  
1 year workmanship and materials

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6.5. List any deviations to the required specifications/scope of work:

N/A

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(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Dee Sanders, Vice-President

\_\_\_\_\_  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

May 12, 2016

\_\_\_\_\_  
Date



*Request for Bid (RFB)*

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

**Phil Fichter, Buyer**

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

Email: pfichter@boonecountymo.org

---

**Bid Data**

Bid Number: **23-16MAY16**  
Commodity Title: **Furnishing, Delivery and Placement of Stainless Steel  
Seamless Countertop**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

**Pre-Bid Conference**

Day / Date: **MONDAY, May 2, 2016**  
Time: **1:00 p.m. central time**  
Location / Mail Address: **Juvenile Justice Center Conference Room  
5665 Roger Wilson Drive  
Columbia, MO 65201**

**Question Submission Deadline**

Day / Date: **THURSDAY, May 5, 2016**  
Time: **10:00am**  
E- Mail Address: **pfichter@boonecountymo.org**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 111  
Columbia, MO 65201**

**Bid Submission Address and Deadline**

Day / Date: **MONDAY, May 16, 2016**  
Time: **1:30 pm (Bids received after this time will be returned  
unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 111  
Columbia, MO 65201**

Directions: The Annex Building is located on the Northeast corner at 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

**Bid Opening**

Day / Date: **MONDAY, May 16, 2016**  
Time: **1:30 pm**  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash Street  
Columbia, MO 65201**

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***Bid Contents***

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- 1.0: **Introduction and General Conditions of Bidding**
  - 2.0: **Primary Specifications**
  - 3.0: **Response Presentation and Review**
  - 4.0: **Response Form**
    - E-Verify: Instructions for Compliance with House Bill 1549**
    - Work Authorization Certification**
    - Certification of Individual Bidder & Affidavit**
- Exhibit A**
- Prior Experience**
  - Standard Terms and Conditions**
  - “No Bid” Response Form**
  - Affidavit of Compliance with OSHA**

## **1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by e-mail to the Buyer. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, Missouri hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a contract for the furnishing, delivery and placement to include all labor, materials, tools, and equipment for a **L-Shaped Stainless Steel Seamless Countertop** replacement at the Robert L. Perry Juvenile Justice Center, 5665 Roger Wilson Drive, Columbia, Missouri.
- 2.1.2. **PRE- CONFERENCE** – A pre-bid conference is scheduled for **Tuesday, May 2, 2016 at 1:00 p.m.** at the Juvenile Justice Center, 5665 Roger Wilson Drive, Columbia, MO 65201. A site visit will follow.
- 2.1.3. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are strongly encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference. *The pre-bid conference will be the only opportunity for vendors to have access to view the existing countertop and location. This facility shall not be available for review at another time for the purposes of submitting a response to this bid.*
- 2.1.4. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within two (2) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.2. prepaid. The seller pays and bears the freight charges.
- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award until the date of project completion.
- 2.3.1. The unit price for the item identified on the Response Form shall remain fixed for the identified original contract period.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. **If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid.** County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6. **Items to be supplied** – One (1) new L-Shaped Stainless Steel Countertop
- 2.6.1. **Or Equal** - Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.7. **Scope of Work** – All actions required for inside delivery to room location of existing cabinet base and placement on existing cabinet base - One (1) New L-Shaped Stainless Steel Countertop to properly fit and existing cabinetry. County will fasten the L-Shaped countertop to the existing cabinets. The L-Shaped Stainless Steel countertop shall be 304 stainless steel grade and quality; 16 gauge thickness measuring 25 inches wide X 51-1/4 inches X 96-5/8 inches with 1.25 inch flange down and then toward back 1 inch on four (4) sides and 4 inch high backsplash (also with 1-1/4 depth and 1 inch flange down on top of backsplash). Marine grade plywood 1-1/4 inches thick will be included on bottom to support the L-Shaped stainless steel countertop the full length and width of the bottom of the countertop. The L-Shaped Countertop will have an opening cut approximately 32-1/2 inches wide X 22 inches deep to accommodate an existing double sink. This opening will be cut starting approximately 18 inches from far right side of cabinet top. Exact measurements are the responsibility of the contractor and measurements will be taken by contractor during Pre-bid Conference to insure proper fit and location of opening for existing sink. Double sink will be installed by county in opening cut by contractor.
- 2.7.1 County will attach counter top to existing cabinets.
- 2.8. **SUB-CONTRACTORS** - No subcontractors shall be used without prior **written** approval of the Boone



County Project Manager.

2.9. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**

2.9.1. The Contractor to whom the furnishing and replacement of the **L-Shaped Stainless Steel Countertop** contract is awarded must provide evidence they have past experience in the type of work as outlined in the attached specifications for a minimum of five (5) years. Exhibit A is attached for the purpose of listing previous work experience.

2.9.3. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.

2.9.4. The Contractor must comply with all pertinent requirements of the local codes and utility companies.

2.9.5. The Contractor shall be responsible for obtaining any and all required permits. The County will not be responsible for the cost of any such permits.

2.10. **TECHNICAL SPECIFICATIONS**

2.10.1. **New Placement** – The Contractor shall furnish and place only new components, material, hardware, or other appurtenance as designated by the specifications.

2.10.2. **Removal and Replacement of Individual Components** – The Contractor shall remove and replace the existing damaged component, material, hardware, or other appurtenance as designated herein.

2.10.3. Contractor shall be accountable for the removal and disposal of all replaced parts and materials.

2.11. **GENERAL CONDITIONS**

2.11.1. In the event any provisions of Contract are not fulfilled by Contractor and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within five (5) days after such written notice.

2.12. **CONTRACTOR'S RESPONSIBILITY/SERVICE REQUIREMENTS**

2.12.1. **Work Hours** - Contractor shall provide service and delivery Monday – Friday, 8 a.m. to 2 p.m., excluding holidays.

2.12.2. **Equipment/Safety** - The safety of the Contractor's employees and the public is of prime concern to the County and the Contractor must take all necessary steps to ensure proper safety during the performance of the Contract. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.

2.12.3. **Final Inspection and Approval** - The Contractor shall request the County to conduct inspections after the project is complete. The County will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County's final inspection and written approval.

2.12.4. **Property Damage** - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

2.6. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.6.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.6.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.6.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.6.4. **COMMERCIAL Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.8. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-

contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

## **2.9. SPECIAL CONDITIONS AND REQUIREMENTS**

**2.9.1. Inspection of Facilities** - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required.

**2.9.2. Inspection of Equipment** - The County reserves the right to inspect the Contractor's equipment and to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.

**2.9.3. Invoices** - The County's contract number should appear on the invoice.

**2.9.4. Billing and Payment** - Payment for the project shall be made at the completion and acceptance of project. One invoice shall be submitted to the County. Payment will be made within 30 days of receipt of a correct invoice. The billing address is Juvenile Justice Center, 5665 Roger Wilson Drive, Columbia, Missouri 65201.

**2.10. SITE VISIT / BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Phil Fichter, Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: [pfichter@boonecountymo.org](mailto:pfichter@boonecountymo.org). **A Site Visit will be a part of the Pre-Bid Meeting.**

**2.11. DESIGNEE:** Juvenile Justice Center, Cathy Thompson.

**2.12. DELIVERY - Boone County Juvenile Justice Center, 5665 Roger Wilson Drive, Columbia, Missouri 65201.**

**2.13. Delivery Terms - FOB Destination - Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.**

**2.14. AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

**2.15. Overhead Line Protection** The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this

provision.

**2.16. OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

**2.17.** The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**

**2.18. Employment of Unauthorized Aliens Prohibited**

- a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

**3. Response Presentation and Review**

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

6. Response/Pricing Page

In compliance with this Request for Bid and subject to all the conditions thereof, the Bidder agrees to furnish, deliver, place the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the Bidder named below. (Note: This form must be signed. All signatures must be original).

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

6.1. Pricing

**Pricing** – The undersigned offers to furnish, deliver and place the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

<u>Item #</u>	<u>Description</u>	<u>Total</u>
6.1.1.	L-Shaped Stainless Steel Seamless Countertop	\$
6.1.2.	Labor to deliver and place Countertop	\$
6.1.3.	Total: Countertop + Labor	\$

6.2. Equipment shall be furnished, delivered and placed \_\_\_\_\_ calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.4. Describe warranty on equipment and labor (or attach description):

\_\_\_\_\_

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6.5. List any deviations to the required specifications/scope of work:

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## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant    Date    Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

**(Please complete and return with Bid)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

EXHIBIT A PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**



**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

*Standard Terms and Conditions*

Phil Fichter, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

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**STANDARD 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. Responses shall include all charges for packing, delivery, placement, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. 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.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator



clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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 from other vendors.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **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.
19. **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.

**AFFIDAVIT OF COMPLIANCE WITH OSHA  
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo  
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of \_\_\_\_\_ )

)ss

State of \_\_\_\_\_ )

My name is \_\_\_\_\_ . I am an authorized agent of \_\_\_\_\_  
\_\_\_\_\_ (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: \_\_\_\_\_

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

**Boone County Purchasing  
Phil Fichter  
Buyer**



13 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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**“NO BID” RESPONSE FORM**

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

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If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

**Bid Number 23-16MAY16 – Furnishing, Delivery and Placement of Stainless Steel Seamless Countertop**

_____ (Business Name)	_____ (Date)
_____ (Address/P.O. Box)	_____ (Telephone)
_____ (City, State, Zip)	_____ (Contact)

REASON(S) FOR NOT SUBMITTING A BID:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

23rd

day of

June

20

16

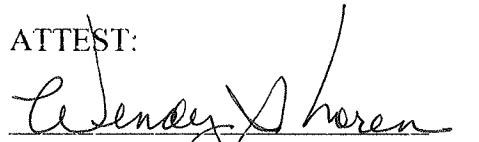
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to the Software License and Services Agreement regarding the Sheriff Department's Records and Jail System Software.

The terms of this amendment are stipulated in the attached Services Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Services Agreement.

Done this 23rd day of June, 2016.

ATTEST:

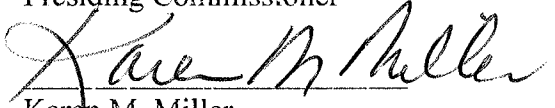


Wendy S. Noren  
Clerk of the County Commission

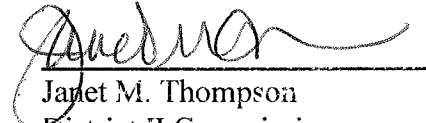
DKB



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: June 21, 2016  
RE: Sole Source Approval – 129-123116SS – Sheriff Department’s Records and Jail System Software

Attached for signature and approval is the contract for the Sheriff Department’s Records and Jail System Software. A *Sole Source Request Form* from Information Technology was approved for this purchase on Commission Order number 148-2016. Purchase will be from SunGard Public Sector Inc. of Lake Mary, Florida.

The SunGard product has full integration with other SunGard products that are currently deployed by both the County and some user agencies. There is a need for seamless, vendor-provided interfaces and interaction.

Contract total is \$790,866.56 and invoices will be paid from

Departments:

2905 – LE/Judicial Info Sys – LE Sales Tax  
2550 – Sheriff Revolving Fund Activity  
2560 – Inmate Prisoner Security Fund Activity  
1170 – Information Technology

Accounts:

91300 – Machinery & Equipment  
91302 – Computer Software  
70050 – Software Service Contract  
71100 – Outside Services

The intent to purchase as sole source was advertised in the *Missourian* and *Tribune* on February 9, 2016.

cc: Leasa Quick, Sheriff Dept.  
Sole Source File

**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.

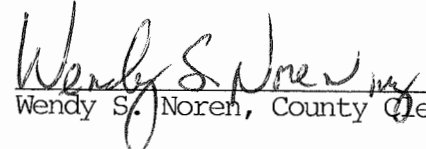
**Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products until receipt of written notice of termination at least ninety (90) days prior to commencement of the subsequent term.**

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.

<b>Boone County, Missouri</b>	<b>SunGard Public Sector LLC</b>
BY: 	BY: 
PRINT NAME: <u>DANIEL K. ATWILL</u>	PRINT NAME: <u>Lisa Neumann, Controller</u>
PRINT TITLE: <u>PRESIDING COMMISSIONER</u>	PRINT TITLE: <u>SunGard Public Sector LLC</u>
DATE SIGNED: <u>6-23-16</u>	DATE SIGNED: <u>6/10/16</u>

*Legal Form Approved*  
by 

ATTEST:  
  
Wendy S. Noren, County Clerk

Auditor's office has reviewed contract expenditure obligation and the amounts appear to be consistent with pending budget amendment. Auditor's office will certify contract after Commission approves budget amendment. (Please return contract paperwork to budget analyst for certification)  
Gene Patchford by gg 07/05/2016  
Auditor Date  
See CO# 322-2016 for Budget

**SOFTWARE**

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			
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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		<i>Continued from previous page</i>			
		<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	OSSCO-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
		<b>Internet</b>			
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-SWI-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.

---

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.

---

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.

---

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.

---

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.

---

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.

---

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.

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.

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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.

---

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.

---

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.

Policies from the NC Actual Innocence Commission are enforced with this application.

---

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.

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.

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.

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

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

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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

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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.

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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.

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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.

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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.

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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

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)
- 

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, pornographic, 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, pornography 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.

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Part Number: SOC-PC-L  
Description: Socrata Public Connect Launch Package Project Management  
Long Description: None

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Part Number: SOC-PC-L  
Description: Socrata Public Connect Launch Package Implementation service  
Long Description: None

## Software Escrow Addendum

Addendum to Amendment #1 to the Software License and Services Agreement by and between SunGard Public Sector LLC ("SunGard Public Sector") and Boone County, Missouri ("Customer")

The parties acknowledge that concurrent with the execution of this Addendum (the "Addendum") the parties are executing a certain Amendment #1 to the Software License and Services Agreement (the "Amendment") on or about the same date herewith.

**Whereas**, SunGard Public Sector has placed the source code for the Component Systems identified in the Amendment in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement");

**Whereas**, SunGard Public Sector updates such source code escrow deposits at least once a calendar year;

**Whereas**, such source code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain;

**Whereas**, Customer was added as a Preferred Beneficiary under account #26408 pursuant to the Software License and Services Agreement and Preferred Beneficiary Acceptance Form previously executed by SunGard, Customer, and Iron Mountain;

**Whereas**, Component Systems identified in the Amendment are included in the Iron Mountain Source Code Escrow account under which Customer is already a Preferred Beneficiary;

**Now therefore**, as evidenced by the signatures of SunGard Public Sector and Customer below, the parties agree as follows:

Customer is already named as an escrow Preferred Beneficiary of the source code for the Component Systems identified in the Amendment pursuant to the Escrow Agreement. No additional Preferred Beneficiary Access Form or Source Code Escrow Fees are required.

Boone County, Missouri

BY:

PRINT NAME: DANIEL K. ATWILL

PRINT TITLE: PRESIDING COMMISSIONER

DATE SIGNED: 6-23-16

SunGard Public Sector LLC

BY:

PRINT NAME: Lisa Neumann

PRINT TITLE: Controller

DATE SIGNED: 6/14/16

Legal Form Approved  
kg [Signature]

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

# Statement of Work

Between  
SunGard Public Sector LLC.  
And  
Boone County, Missouri



1000 Business Center Drive  
Lake Mary, FL 32746  
Phone: 800.727.8088  
[www.sungardps.com](http://www.sungardps.com)

**SUNGARD** PUBLIC SECTOR  
Connect the Community ★★★★★



**CHANGE HISTORY**

Revision	Date	Author	Major Section Changed and Description
1.0	5/5/2016	SunGard	Initial Draft
2.0	5/30/2016	SunGard	Minor Changes

- c) The proposed project services in this SOW include project management, installation, implementation, training, consulting, and other services work necessary to complete the project as described in this SOW and representing a best good faith estimate based on knowledge at time of Agreement. For each SunGard services task, Vendor will assign SunGard team member(s) to provide the services, using up to the proposed total hours to complete the task. If additional services are needed to complete a task, the Change Management process, as described within this SOW, will be used to accommodate the need. This may include reallocating services, or providing an additional number of services hours, as determined and mutually agreed.”
- d) The Customer will make their Project Team members available for meetings, consulting and training sessions, discussions and conference calls and other related project tasks or events upon request by Vendor. The Customer project committee members will respond to information requests by SunGard staff not to exceed five (5) Business Days, or as otherwise agreed upon, in time to minimize delays in the project.
- e) The Customer will provide adequate breakout and conference space, as well as an adequate workspace for each onsite Vendor consultant, with access to a desktop workstation, network, telephone and close proximity to the Customer Project Team.
- f) When Vendor is onsite, the Customer project committee should ideally be located near the Vendor project members to facilitate good communication and coordination amongst the team members.
- g) Adequate training space and computers will be provided by Customer for training throughout the project. The training room(s) will include a SunGard-specified number of fully functioning networked computers, meeting the required SunGard hardware standards
- h) When mutually agreed upon by both parties, the Customer and Vendor may consider alternative meeting options such as WebEx, Video Conferencing, Remote Desktop and Conference Calls. Making use of this technology will help in reducing travel and expense costs.
- i) The Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. Vendor will cooperate with the efforts of this consultant within the context of Customer’s participation, deliverable review and approval timeframes identified within this SOW and Agreement.

## Implementation Methodology – Project Management

### Approach

Each phase of SunGard’s implementation approach features critical service delivery events and other elements that ensure consistent, predictable results. Through all phases, the Project Manager (PM) will drive the communication with Boone County and implement risk, change, and cost management as required. Following are brief descriptions of each phase:



**Initiation** – internal knowledge transfer, due diligence (e.g., contract review with Boone County).

**Planning** – determination of required work, effort, and timelines. Key milestones during this phase include presentation and review of the project plan and development of a Communication Plan to establish frequency of project status meetings and reports.

**Execution** – active phase of implementation including core services related to four primary areas: installation, implementation, training, and testing. This phase may also contain any data conversion requirement and customizations to SunGard’s applications.

**Transition** – includes both the Go Live activities that transition Boone County from their old system to their new system and the initial knowledge transfer of Boone County’s information to SunGard Support Staff.

**Closure** – verify that deliverables are met and complete the transition of Boone County to SunGard Product Support and the Client Success Executive (CSE).

The SunGard project team is organized as depicted below. In addition to the assigned project manager, the team consists of Product Leads and Consultant/Instructors (Trainers) for each major application area, as well as Development resources for data conversion and any required application customizations. The SunGard Project Manager directs activities of all assigned team members. Project oversight (including management of escalated issues) is provided by the Program Manager and the Director of Professional Services.

Customer requires and SunGard agrees to comply, that all on-site SunGard project staff or sub-vendors, as well as SunGard remote staff working directly with Customer Legacy data, be subject to a background investigation and specifically LiveScan fingerprint processing. Results of such LiveScan processing will be produced under the Customer's designated ORI.

## Project Management Responsibilities

Project Management plays an essential role throughout the project and is involved in day-to-day activities of both SunGard and the Customer. Below are the general requirements of both Project Managers.

### Roles and Responsibilities

#### SunGard:

- Act as primary liaison between SunGard Public Sector and the Customer
- Direct SunGard project team activities and schedules in coordination with the Customer Project Manager
- Develop and execute comprehensive Communication and Risk Management Plans
- Coordinate and conduct Project Status Meetings by conference call with the Customer Project Manager and project committee members as needed (weekly or frequency as determined by mutual agreement of SunGard and the customer). Provide written meeting minutes.
- Develop detailed project plan and schedule with input by the Customer Project Manager; update project schedule monthly as needed
- Provide responses to issues raised by the Customer within (5) business days or as determined by mutual agreement of SunGard and the Customer
- Prepare and process Change Requests as necessary to address any modifications to the project scope or schedule

#### Customer:

- Act as primary liaison between the Customer and SunGard
- Direct Customer project committee activities in coordination with the SunGard Project Manager

- Update the baseline schedule monthly and/or as needed and as determined by mutual agreement of SunGard and the Customer Project Manager

**Customer:**

- Review the draft project schedule and provide written feedback on any needed corrections or modifications within ten (10) business days
- Approve the draft schedule within five (5) business days once all changes and corrections provided in writing to the SunGard Project Manager have been incorporated

**Completion criteria:** Project schedule is deemed final by mutual agreement of the SunGard and Customer Project Managers and a SOW task completion form has been executed by a Customer Project Manager.

**Project Status Reporting and Issues Tracking**

In addition to the regularly scheduled Project Status Meetings, the SunGard Project Manager provides two key types of reports as part of the Communication Plan. The Project Status Report, distributed at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity. These reports are distributed to key Customer project stakeholders. See Appendix A for a sample Project Status Report.

The Issues Log, updated continually by the SunGard Project Manager, is used to enter, track, and manage project issues identified by SunGard or the Customer toward resolution. Log entries include status updates, action items, and responsibilities of the parties. The specific design and format of the issue tracking log will be determined by mutual agreement of the SunGard and Customer Project Managers. A representative example of an issues tracking log appears in Appendix B.

**Escalations:**

The Customer and SunGard should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. In order for challenging issues to be remedied in a timely fashion, the Customer and SunGard will utilize the following escalation procedure.

All communication regarding the project should be directed to SunGard's Project Manager and the Customer's Project Manager in order to maintain consistent communication between the parties.

- Determine format for issues log in collaboration with the SunGard Project Manager
- Review issues log with the SunGard Project Manager at regularly scheduled Status Meetings
- Monitor issues status, including completion of action steps owned by the Customer
- Escalate issues to SunGard or Customer senior management as necessary to facilitate or expedite issue resolution

**Completion Criteria:** Project reporting is considered complete when the SunGard Project Manager has distributed the Project Status Report at the agreed-upon frequency and has updated the issues log as needed for review at each Project Status Meeting.

## Change Management and Change Order Process

Either party may request changes to this SOW that will alter the project scope. Such a request is honored by the parties only if it follows the described process and results in a formal Change Order signed by both parties.

The Change Management and Control procedure is as follows:

Either SunGard or Customer management may propose a change by submittal of a Change Request to the other party. The other party has ten (10) business days (or other timeframe as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties, reflecting additional cost, if any, and other appropriate details related to the change.

If agreement to pursue a Change Order does not occur in fifteen (15) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected.

A sample Change Request/Change Order form appears in Appendix C.

## Task 1: Project Kick-Off

The Kick-off Meeting, led by the SunGard Project Manager, will be held on-site at the Customer's designated facility as the culmination of the planning phase of the project. The purpose of the Project Kickoff meeting is to engage in a high level discussion of the implementation goals, approach, schedule, team member responsibilities, and Customer requirements. The agenda is negotiable and typically includes:

Project Manager. It is anticipated that SunGard will have a final schedule ready for review within fifteen (15) business days of completing the project kick-off meeting. The final project schedule created will become the official Customer project schedule and will serve as a baseline for the project. It will be approved in writing by Customer's and SunGard's project managers.

The project schedule will be updated as required during the course of the project implementation. All changes to the schedule will be mutually agreed upon and, if required, will be documented via the mutually agreed upon Change Order process. Any schedule changes that occur will be a part of the monthly project status report provided by the SunGard Project Manager. The Project Schedule will be created and maintained using Microsoft Project.

### **Roles and Responsibilities:**

#### **SunGard:**

- Review with Customer personnel the identified implementation tasks, priorities, inter-dependencies and other requirements needed to establish the final Project Schedule.
- Prepare the final Project Schedule document and deliver it to the Customer Project Managers.
- Review the Project Schedule with Customer personnel in the weekly status meeting and make changes and/or corrections that are mutually agreed upon.
- Deliver the final Customer Project Schedule within (15) business days after the Project Kickoff meeting.

#### **Customer:**

- Work with the SunGard Project Manager to finalize project tasks and responsibilities and make such implementation decisions as are reasonably required to finalize the Project Schedule.
- Review the final Project Schedule and identify in writing any specific deficiencies found within ten (10) business days.

**Completion Criteria:** This task is considered complete upon mutual agreement of the finalized project schedule and an approved SOW task sign off form has been executed by authorized SunGard and Customer representatives.

### **Task 3: Project Documentation Deliverables**

The following project documentation will be provided by SunGard, with deliveries of such according to the approved project schedule.

- Review and approve the project schedule.
- Provide the necessary staff and resources to provide input on current workflows and processes in place
- Review and confirm the details contained in the Business/Workflow Analysis Report
- Review, provide input and resources, and approve the Go Live Cutover Plan.
- Review and approve the Training Course Descriptions and proposed Training Plan
- Review System Documentation and Training materials and distribute to appropriate the Boone County staff

**Completion Criteria:** This task is considered complete when the documentation deliverables identified above have been delivered to the Customer Project Managers and the designated SOW Task Completion Form has been signed by the Customer Project Manager

#### Task 4: SunGard Application Software Installation

Installation services for SunGard applications encompass loading of all pertinent files and the initial configuration of the SunGard applications to activate all functionality purchased. Initial configuration of RMS and JMS standard interfaces to third-party applications from RMS and JMS as well as internet applications are completed during the initial phase of the project immediately following completion of hardware installation, which serves as a prerequisite OpsCenter installation and configuration can be performed remotely at any point in the project after server installation is completed, as determined by mutual agreement of SunGard and the Customer.

Contracted service days for application installation:

RMS Installation (server, 5 workstations)	6.5 days
JMS Installation (server, 5 workstations)	7 days
Mobile Field Reporting Server installation	2 days

#### Roles and Responsibilities

##### SunGard:

- Load files and perform initial configuration of all licensed SunGard applications (including base and add-on modules) and interfaces to third-party applications. Configuration



SunGard application modules are activated, interfaces are configured, and a SOW Task Completion form has been authorized and signed by the Customer Project Manager.

## Task 5: Interface Implementation

The external interfaces to be identified and included in the final contract for the County's project include the following:

### RMS

- KARPEL Interface
- Stars Interface
- Public Connect Interface

### JMS

- State Livescan Interface
- Basic Keefe Commissary Interface
- Vine Interface
- Securus (E-Import) Inmate Phone System Interface
- Generic Export Interface

For each of the interfaces, SunGard will provide a description of its standard functionality in a document referred to herein as an Interface Control Document. The interface description will provide an itemized list of criteria for which to test and verify that its functionality is correctly functioning prior to the conclusion of the Requirements Verification Plan.

The third party vendors will be responsible for writing a trigger that will extract data from the SunGard database and export it to another location for import into their external system. SunGard agrees to answer any database/interface questions that may arise and cooperate with these third party vendors to complete these interfaces if necessary.

## Roles and Responsibilities

### SunGard:

- SunGard will provide Customer Project Manager with a description of each of the interfaces described above within 90 days of contract signing.

3. STARS Interface
4. NCIC Add/Modify/Delete
5. Concealed Weapon Carry
6. State Connect Extended Set
7. Boone County Jail2Jail Interface
8. Sex Offender Notification
9. PC Affidavit Electronic Signature
10. Warrant Request Form

### **Karpel Interface**

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.

### **Missouri PC Affidavit Form**

SunGard will develop a two page PC 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

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.

### **Sex Offender Notification**

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.

### **PC Affidavit Electronic Signature**

Imbed the Topaz signature feature in the MO PC Affidavit form.

### **Warrant Request Form**

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.

- Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

Customer:

- Provide all equipment, system software and other components to meet the needs of this project.
- Provide all required hardware, cable and connectors and personnel to facilitate installation thereof.
- Assign a fulltime System Administrator and a backup System Administrator. This primary System Administrator will be SunGard's contact for all operational issues that require SunGard support. In addition, the Customer's System Administrators shall provide first line support to their own users for all application software.
- Agree to participate in a test period requiring Customer to test functionality outlined in the SOW. In addition, Customer understands that the customer test release version may also contain other new and unrelated development items that are also in a customer test stage.

**Completion Criteria:**

This task will be considered complete for each custom modification identified under the Agreement when the modification has been delivered, demonstrated to provide the functionality as described in the SOW, and verified by the SunGard and Customer Project Managers. Each custom modification will have its own separate Task Completion signoff form to be signed by the Customer Project Manager.

**Task 7: Data Conversion**

Legacy data conversions are a very labor intensive process that will require open communications between the SunGard and Customer data conversion teams. SunGard's approach to data conversions can be broken down into three phases:

**Phase I: Planning and Analysis**

During the planning and analysis phase, Customer staff will provide SunGard with legacy data and other data documentation such as data dictionaries to begin analyzing the Customer's historical data. The Customer legacy data provided shall be provided in an SQL, Excel, Access, or delimited flat file format. At this time, a conversion meeting will take place to review the process and decide on the type of conversion desired (Archive, Production, Hybrid).

**Phase II: Module Iteration Testing**

- c. Incidents with associated property and vehicles
- d. Case Management for “Active” incidents
- e. Evidence
- f. Citation
- g. Warrants
- h. Field Interview
- i. Pawn
- j. Accident

SunGard will, wherever possible, convert legacy data elements into corresponding RMS data elements. If there is no corresponding RMS data element for a particular legacy data element, the legacy data may be loaded into the appropriate RMS 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.

## **JMS Data Conversion**

### **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

- SunGard will reconvert the module data with code table translations provided by Customer staff and upload the data in a test environment on the Customer network
- SunGard will set up a separate test environment for data conversion testing at the customer location. This temporary environment will be deleted after the Go Live event.
- SunGard will make adjustments to address discrepancies noted on the punch list provided by Customer staff and will upload the converted data into a test environment. Customer will review the data again, comparing records in the legacy system to the corresponding record in the SunGard system. A final punch list will be provided to SunGard and reviewed.
- SunGard will perform an internal audit of the converted module data to identify any application related issues. SunGard will make final corrections to address items identified in the audit and on Customer's final punch list. This process will be repeated for each module to be converted.
- SunGard will extract the final legacy data on the fourth business day prior to the scheduled go live.
- All data entered into the legacy system after the final extract for data conversion until the transition will be pulled from the system and inserted into the new production system shortly after go live.

**Customer:**

- Customer will be responsible for providing SunGard with legacy source data in any of the four following data formats: SQL database, Access database, Excel spreadsheet, or delimited text file. A final Legacy system data extraction will need to occur immediately prior to the go live date and provided to SunGard
- Customer staff will provide a data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and SunGard's database. If sufficient documentation is not available, Customer will need to provide screenshots of the legacy system to assist in mapping data elements to the SunGard database.
- Customer will provide a data conversion project committee who are subject matter experts and familiar with the current legacy system's database.

department's policies and procedures. A course description for RMS Maintenance Training appears in Appendix D.

### Roles and Responsibilities:

#### SunGard:

- Provide a Customer pre-approved RMS System Administrator training resource to conduct 4 days of on-site instruction on the setup tasks for the SunGard RMS system. One additional day will be allocated for training preparation and follow up. (Total of 5 days of services)
- Provide RMS System Maintenance training for Customer Technical and project committee staff members according to the mutually agreed to Project schedule. SunGard Training will be provided during normal business hours unless otherwise identified and agreed to in writing; typically from 8:00am - 5:00pm, not to exceed 8 hours per 24-hour period.
- Provide one (1) complete set of printed SunGard RMS training materials as well as one soft copy of all training materials supplied for this course. Standard SunGard system documentation will be provided prior to training. Any customization to training or other system documentation will be Customer's responsibility.

#### Customer:

- Dedicate and assign personnel to attend the RMS System Maintenance without any interruptions to perform normal work duties. Customer staff should be prepared to attend all identified days of training and arrangements made to cover other normal work responsibilities.
- Customer will provide the necessary classrooms, facilities, materials, copies of documentation, networks and lines to data terminals, personal computers and PC operating system software, and related equipment to support training classes. This includes one full-function workstation per student, one full-function workstation for the instructor, an LCD, a projection screen, a whiteboard and connectivity to the server.
- Provide sufficient copies of the documentation supplied by SunGard to support all students in the training classes.
- Ensure that Customer personnel to receive RMS System Maintenance training have the prerequisite skill sets, operations knowledge base, and dedicated time to complete follow up tasks after the completion of the training.

**Completion Criteria:** This task is considered complete when the scheduled RMS SAW training has been completed on site in Boone County and a SOW Task Completion form has been signed by the Customer

one full-function workstation per student, one full-function workstation for the instructor, an LCD, a projection screen, a whiteboard and connectivity to the server.

- Provide sufficient copies of the documentation supplied by SunGard to support all students in the training classes.
- Ensure that Customer personnel have the prerequisite skill sets, operations knowledge base, and dedicated time to complete follow up tasks after the completion of the training.

**Completion Criteria:** This task is considered complete when the scheduled MCT Application Workshop has been completed on site in Boone County for 2 days and a SOW Task Completion form has been signed by the Customer Project Manager.

## Task 10: JMS System Application Workshop Training

The JMS System Application Workshop training focuses on learning how to set up and maintain the ONESolution Jail Management System (JMS). Topics covered focuses on setting up and maintaining the Jail Management System (JMS). A training specialist advises key personnel from your agency on how to select codes and settings to work effectively with your department's policies and procedures. A total of three days of service will be provided for classroom training on JMS. See Appendix D for JMS Maintenance Training Course Descriptions.

### SunGard:

- Provide a Customer pre-approved JMS Maintenance training resource to conduct 3 days of on-site instruction on the technical set-up tasks for the SunGard JMS system.
- Provide JMS Maintenance training for Core Team staff members according to the mutually agreed to Project schedule. SunGard Training will be provided during normal business hours unless otherwise identified and agreed to in writing; typically from 8:00am - 5:00pm, not to exceed 8 hours per 24-hour period.
- Provide one (1) complete set of printed SunGard JMS training materials as well as one soft copy of all training materials supplied for this course. Standard SunGard system documentation will be provided prior to training. Any customization to training or other system documentation will be Customer's responsibility.

### Customer:

- Dedicate and assign personnel to attend the JMS System Maintenance without any interruptions to perform normal work duties. Customer staff should be prepared to attend all identified days



## Roles and Responsibilities

### SunGard:

- Instruct the Customer project committee on audit goals and preparation
- Conduct periodic remote data audits (three each for RMS and JMS) to identify potential errors for examination and possibly correction by SunGard
- Provide a summary report to the Project Managers and review the results on a conference call with the Customer project committee
- Correct issues identified in the audit pertaining to items SunGard is completing as part of the assisted build process

### Customer:

- Complete all tasks required in preparation for each audit, following instructions provided by the SunGard Consultant.
- Review audit results provided in writing and during the conference call with the SunGard Consultant
- Correct any issues that are the Customer responsibility (e.g., typos in User information data fields)

**Completion Criteria:** An audit is considered successfully completed when the SunGard Consultant has reviewed written and verbal feedback with the Customer project committee, and all identified issues are addressed and, if necessary, corrected. All planned audits for an application must be completed prior to end-user training beginning. After each audit, a SOW Task Completion form will be authorized and signed by the Customer Project Manager.

## TASK 12: Mock Go Live

Prior to Go Live, a Mock Go Live will be conducted within the RMS/JMS/MFR environment. During the Mock Go Live the sequence of events that will be used when the solution is brought online in a production environment will be tested. The intent of the Mock Go Live is to ensure interoperability and intended business operation validation. Identified issues are tracked and prioritized for resolution.

RMS End User Training (2 classes)	10	10	8
RMS Train the Trainer Training	6	9	8
RMS Detective Training (2 classes)	6	8	6
RMS Overview Training	10	1	1
JMS End User Training (5 classes)	10	20	15
JMS Train the Trainer Training	6	7	6
MFR Train the Trainer Training	6	4	3
MFR User Training	10	15	10
Field Training Officer Training	10	.5	.5
<b>Total Days:</b>		<b>74.5</b>	<b>57.5</b>

**Roles and Responsibilities:**

**SunGard:**

- Provide a Customer pre-approved, training resource to conduct on-site instruction on end-user functionality available in the SunGard RMS, JMS and MFR system.
- SunGard Training will be provided during normal business hours unless otherwise identified and agreed to in writing; typically from 8:00am - 5:00pm, not to exceed 8 hours per 24-hour period.
- Provide one (1) complete set of printed SunGard RMS, JMS and MFR training materials as well as one soft copy of all training materials supplied for this course. Customized SunGard system documentation will be provided prior to training.

**Customer:**

- Dedicate and assign personnel to attend the Train-the-Trainer and End User training without any interruptions to perform normal work duties. Customer staff should be prepared to attend all identified days of training and arrangements made to cover other normal work responsibilities.
- Customer will provide the necessary classrooms, facilities, materials, copies of documentation, networks and lines to data terminals, personal computers and PC operating system software, and related equipment to support training classes. This includes

Remote Lineup	1
Gang Tracking	1
Crime Analysis PLUS	.5
Professional Standards	1.5
Racial Profiling	.5
<b>Total</b>	<b>16</b>

The final training agenda and schedule for this training shall be mutually agreed upon between the SunGard Project Manager and the Boone County Project Manager. The purpose of this training is to provide County staff with some additional familiarization on each of the RMS modules to determine their application and use within the department.

**Roles and Responsibilities**

SunGard

- Provide pre-approved resource to conduct RMS Add-on Module training on-site at Boone County.
- Assist Boone County in identifying appropriate training participants and in confirming the sequencing of training classes for all licensed RMS add-on modules

Customer

- Identify and schedule appropriate personnel to attend training on each add-on module (up to 10 participants per class)
- Attend training without interruption or distractions (e.g., caused by use of mobile devices unrelated to the training)

**Completion Criteria:** RMS Add-on Module Training is considered completed when 16 mutually agreed upon days of training on the RMS modules have been provided on-site at Boone County facility and the SOW Task Completion Form is signed by the Bonne County Project Manager.

**Task 15: Internet Services**

The customer has contract for the implementation of SunGard Internet and Intranet Products:

- OpsCenter

- Review Customer Go Live preparation checklist with the Customer Project Manager and project committee (10-15 business days prior Go Live)
- Plan SunGard staff on-site coverage schedule for extended Go Live support. SunGard support coverage will be outlined in a detailed cutover plan to be provided to Customer not less than 30 days prior to go live.
- Complete on-site technical preparations the day prior to go live, including deleting all test data from the production environment and copying the final go live configuration to the training environment.
- Meet with Customer project committee and Go Live team to discuss schedule of events and final customer preparations
- Provide onsite Go Live support for the Customer Project Manager, project committee, and/or end-users as directed by the SunGard Project Manager.
- Outline an issue reporting procedure to be followed by all SunGard and Customer staff during cutover activities. Maintain a log of all outstanding issues and identify each of their priorities and responsible party assignments.
- Escalate any issues requiring immediate resolution; add non-critical issues to a punch list to be managed by the SunGard Project Manager and resolved by the SunGard implementation team.
- Conduct a daily de-briefing at shift changes to bring all supervisory and team leads up to date on outstanding issues.

**Customer:**

- Complete all tasks on the Customer Go Live preparation checklist in the designated timeframes
- Meet with SunGard on-site team the day prior to Go Live to discuss schedule and final preparations
- Customer Project Manager and project committee provide on-site support and assistance throughout Go Live event

## APPENDICES

### APPENDIX A: Project Status Report

#### Boone County, Missouri

#### **Status Report** for reporting period: (date) to (date)

Status Meeting Schedule: ...bi-weekly beginning (day of week), (date), at (time)

<b><u>Overall Project Status Code:</u></b> (example = Green / Steady)	
<b><u>Status Code definitions:</u></b> GREEN = on schedule, no significant issues YELLOW = potential impact to schedule RED = project significantly behind schedule	<b><u>Expected Change definitions:</u></b> <b>Improving</b> = future performance expected to improve <b>Steady</b> = future performance is expected to remain the same <b>Declining</b> = future performance is expected to be worse
<b><u>Action Plan to return to GREEN:</u></b>	

<b>Issues Logged:</b> <ul style="list-style-type: none"> <li>• (list)</li> <li>•</li> <li>•</li> </ul>
<b>Risks Logged:</b> <ul style="list-style-type: none"> <li>• (list)</li> <li>•</li> <li>•</li> </ul>
<b>Changes Logged:</b> <ul style="list-style-type: none"> <li>• (list)</li> <li>•</li> <li>•</li> </ul>
<b>Other Notes:</b>

**APPENDIX B: Project Issues Log**

SUNGARD
PUBLIC SECTOR

Action Items/ Issues Tracker

#	Action Item Quick Title	Action Item Description	Date Reported	Due Date	Owner	Complete	Application	Status	Progress Comments

## APPENDIX D: Implementation Course Descriptions

**The following training course descriptions are the SunGard standard descriptions for each of these services and for reference purposes only. For Customer specific modifications to these courses, please refer to the applicable Customer Statement of Work sections and License Agreement for further clarification of services to be provided.**

### **INT-OPS-TRN OpsCenter User Training**

**Course Description:** Instructor-led web-based training demonstrating features and functions available in OpsCenter. Topics include viewing information from CAD or RMS, conducting searches, and running reports

**Course Duration:** two sessions (one for OpsCAD, one for OpsRMS) of up to 4 hours each

**Learning Outcomes:** After attending this course, participants will be able to

- View information from ONESolution CAD or RMS
- Run reports and conduct searches

**Target Audience:** end-users who need access to information in ONESolution CAD or RMS but are not heavy data entry users of those applications.

**Maximum # of Participants:** 30

**Prerequisites:** Participants should be familiar with department policies and procedures and should have a high comfort level with using browser-based internet applications

**Items to Bring to Class:** This class involves hands-on activities using a computer workstation and keyboard provided by your agency. SunGard asks you to bring the following items to class:

- Materials for taking notes

**MFR-TTT-TRN      Mobile Field Reporting (MFR) Train-the-Trainer Training**

**Course Description:** Prepares agency training staff to conduct MFR User Training for additional agency personnel. Course includes training on ONESolution MFR functionality as well as assistance in developing skills for training the application effectively. Activities include reviewing instructor materials, and conducting internal “teach-backs” (with feedback provided by the SunGard consultant-instructor) on core application functionality.

**Course Duration:** 6 days consisting of 3 days on two consecutive weeks plus one day of prep/follow up

**Learning Outcomes:** Upon completing this course, participants will be able to:

- Demonstrate, explain, and perform ONESolution MFR functions as included in SunGard’s standard curriculum for MFR User Training
- Use instructor outlines and class materials provided by SunGard to enhance training effectiveness
- Identify best practices for training end-users on key functionality in ONESolution MFR

**Target Audience:** agency training staff. Note that participants must be available to attend both weeks of training. Substitutions cannot be made between weeks 1 and 2.

**Maximum # of Attendees:** 6 (due to feedback-intensive course format)

**Prerequisites:** Participants should have extensive presentation, technology, and law enforcement skills. Previous training experience in a public safety setting is preferred.

**Items to Bring to Class:**

This class involves hands-on activities using a computer workstation and keyboard provided by your agency. SunGard asks you to bring the following items to class:

- Materials for taking notes
- Hard copies of the ONESolution MFR User Guide (printed by your department)
- Agency policy and procedure manuals



## **RMS-USR-TRN Record Management System (RMS) User Training**

**Course Description:** Focuses on using Records Management System (RMS) to enter and retrieve law enforcement data. The class provides in-depth hands-on practice using all base RMS modules.

**Course Duration:** 4 days with a day of prep/follow up

**Learning Outcomes:** Upon completing this course, participants will be able to:

- Enter data in all base RMS modules following department policies and procedures
- Use searches and reports to retrieve RMS data

**Target Audience:** Varies based on your agency's needs. Please consult your SunGard project manager. In general, this class is appropriate for data entry personnel, records supervisors, and investigators using case management tools.

**Prerequisites:** Participants should be familiar with your department's policies and procedures and should be experienced users of MS Windows.

**Items to Bring to Class:** This class involves hands-on activities using a computer workstation and keyboard provided by your agency. SunGard asks you to bring the following items to class:

- Materials for taking notes
- Hard copies of the RMS User Guide (printed by your department)
- Copies of agency forms and reports (including but not limited to incident, arrest, citation, accident, pawn tickets, gun permits, receipts)
- Department policy and procedure information

**RMS-DET-TRN    Record Management System (RMS) User Training for Investigators**

**Course Description:** Focuses on using case investigation and management tools in ONESolution Records Management System (RMS). The class, intended primarily for detectives, provides hands-on instruction on searching, case management, supplements, and investigator dashboard, as well as a general overview of the system.

**Course Duration:** 2 days (14 contact hours) with a day of preparation and follow up

**Learning Outcomes:** Upon completing this course, participants will be able to:

- Perform basic and advanced searches
  - Use case management and the investigator dashboard

**Target Audience:** Law enforcement investigators

**Maximum # of Participants:** 10

**Prerequisites:** Participants should be familiar with your department's policies and procedures and should be experienced users of MS Windows.

**Items to Bring to Class:**

This class involves hands-on activities using a computer workstation and keyboard provided by your agency. SunGard asks you to bring the following items to class:

- Materials for taking notes
- Hard copies of the ONESolution RMS User Guide (printed by your department)
- Department policy and procedure information

## **JMS-TTT-TRN Jail Management System Train-the-Trainer Training**

**Course Description:** Prepares agency training staff to conduct JMS User Training for additional agency personnel. Course includes training on ONESolution JMS functionality as well as assistance in developing skills for training the application effectively. Activities include reviewing instructor materials, and conducting internal “teach-backs” (with feedback provided by the SunGard consultant-instructor) on core application functionality.

**Course Duration:** 6 days, consisting of 3 days on two consecutive weeks, plus 1 day class preparation and follow up

**Learning Outcomes:** Upon completing this course, participants will be able to:

- Demonstrate, explain, and perform ONESolution JMS data entry, searching, and reporting functions included in SunGard’s standard curriculum for JMS User Training
- Use instructor outlines and class materials provided by SunGard to enhance training effectiveness
- Identify best practices for training end-users on key functionality in ONESolution JMS

**Target Audience:** agency training staff Note that participants must be available to attend both weeks of training. Substitutions cannot be made between weeks 1 and 2.

**Maximum # of Participants:** 8 (due to feedback-intensive course format)

**Prerequisites:** Participants should have extensive presentation, technology, and detention facility skills. Previous training experience in a public safety setting is preferred.

### ***Items to Bring to Class:***

This class involves hands-on activities using a computer workstation and keyboard provided by your agency. SunGard asks you to bring the following items to class:

- Materials for taking notes
- Hard copies of the ONESolution JMS User Guide (printed by your department)
- Copies of agency forms and reports (medical, commissary, inmate questionnaires, booking materials)
- Jail policy and procedure manuals

## Appendix F: Optional Services

This appendix contains optional services which can be negotiated during contract review.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

23rd

day of

June

20

16

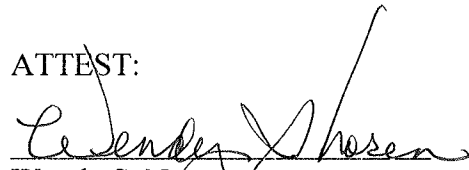
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Sequential Intercept Mapping Services Agreement between Boone County and Coordinated Care Services, Inc.

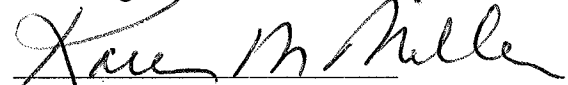
The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Services Agreement.

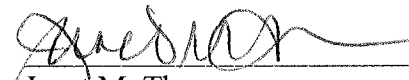
Done this 23rd day of June, 2016.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**MEMORANDUM**

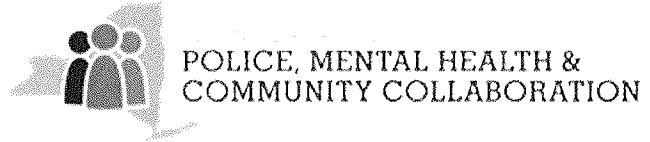
**TO:** CJ Dykhouse, County Counselor  
June Pitchford, County Auditor

**FROM:** Kelly Wallis, Community Services Director

**DATE:** June 10, 2016

**RE:** Sequential Intercept Mapping Services Agreement

The attached Services Agreement is a result of a proposal submitted in response to the Community Health Fund Notice of Funding Availability for Strategic Innovation Opportunities. The Community Health Advisory Council recommended that the Commission fund the proposal. The Commission accepted the recommendation and approved the funding request (the Commission Order is attached for your reference). Please do not hesitate to contact me if you need any additional information or if you have any questions.



## SERVICES AGREEMENT

This SERVICES AGREEMENT is made as of the \_\_\_\_ day of **June, 2016** by and between Boone County, Missouri, a political subdivision of the State of Missouri, through the Boone County Commission, located at 801 E. Walnut, Columbia, Missouri, 65201 and **Coordinated Care Services, Inc.** (CCSI), a New York State 501(c)(3) corporation having its office located at 1099 Jay Street, Rochester, NY 14611, and under whose auspice **The Institute for Police, Mental Health & Community Collaboration** operates.

**WHEREAS**, CCSI is a not-for-profit agency that performs a range of services designed to meet the needs of the behavioral health and human services community, including specific criminal justice and mental health systems interface assessments offered by the Institute for Police, Mental Health & Community Collaboration,

**WHEREAS**, Boone County wishes to secure the services of the Institute for Police, Mental Health & Community Collaboration and the Institute/CCSI is willing to provide such services, with respect to the parties' obligation, as set forth in this Agreement,

**NOW**, therefore in consideration of the understandings set forth, the parties agree to the following terms:

**a) Scope of Services**

- a) Services to be provided under this Agreement are described in **Exhibit 1**.

**b) Compensation**

- a) Boone County agrees to compensate the Institute/CCSI as described in **Exhibit 1**.

**c) Relationship of Parties**

- a) In performing its responsibilities and obligations under this Agreement, the Institute/CCSI is and shall, in all respects, be an independent contractor. Nothing herein shall be construed to create an employer/employee relationship between Boone County and the Institute/CCSI.

**d) Non-Appearance**

- a) The Institute/CCSI shall be responsible to inform Boone County prior to any cancellation or postponement of planned services. The Institute/CCSI will not be responsible for delays caused by events or circumstances beyond the Institute/CCSI's reasonable control.

**e) Assignment**

- a) The Institute/CCSI shall not, in whole or in part, assign, transfer, convey, grant any security interest in, sublease, or otherwise dispose of this Agreement or the right, title, or interest therein, or the power to execute the same to any other person or entity without the prior written consent of Boone County.

**f) Indemnification**

- a) To the extent permitted by law, each party shall defend, at its own expense, any action, claim or demand (or portion thereof) against the other party that may be made by a third party for injuries, including death to persons, resulting from the indemnifying party's negligent or willful acts or omissions or those of persons employed by the indemnifying party, its agency or subcontractors.
- b) Notwithstanding any other agreements, the Institute/CCSI agrees to defend, hold harmless and indemnify Boone County against any legal liability or damage from the negligence of or misrepresentation by the Institute/CCSI in the performance of its responsibilities as specified by this agreement.

c) Boone County shall not be required to indemnify the Institute/CCSI for any damage or loss arising out of any acts of the Institute/CCSI's misrepresentation or negligence.

**g) Term**

a) This Agreement shall be in effect from the date of execution through December 31, 2016.

**h) Termination**

a) Either party upon 30 days written notice may terminate this Agreement at any time.

**i) Entire Agreement**

a) This Agreement, including Appendices, constitutes the entire Agreement between Boone County and the Institute/CCSI with respect to the services herein to be provided. There are no other oral or written agreements relating to the subject matter of the agreement, unless expressly referred to herein. This Agreement may only be modified or amended by written document expressly describing any such modification or amendment signed by both parties.

**j) Dispute**

a) The parties are interested in maintaining a positive relationship during this Agreement. Upon any dispute arising out of the interpretation or the performance or non-performance by a party of the terms and conditions of this Agreement, the parties shall first engage in good faith negotiations to resolve such dispute.

**k) Governing Law**

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

The signatures below indicate agreement to the understandings set forth above.

**Coordinated Care Services, Inc.**

\_\_\_\_\_  
Signature

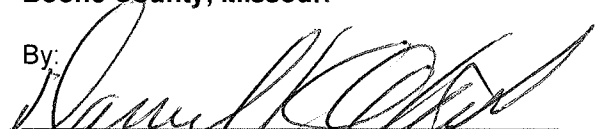
Name: Jonathan Benson

Title Chief Financial Officer

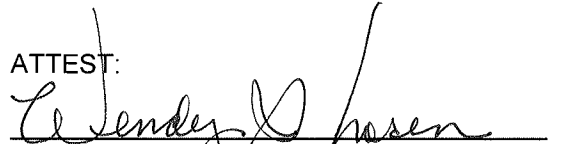
\_\_\_\_\_  
Date

**Boone County, Missouri**

By:

  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk DKB

APPROVED AS TO FORM:


  
\_\_\_\_\_  
CJ Dykhouse, County Counselor

RECEIVED FOR AUDITING PURPOSES:

  
\_\_\_\_\_  
June Pitchford, County Auditor

**CERTIFICATION:**

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

 06/14/2016  
Auditor Date  
Acct# 2130-71100



## **Exhibit 1**

### **Scope of Services**

On behalf of the Institute/CCSI, Don Kamin, Ph.D. and J. Steven Lamberti, MD will conduct a Sequential Intercept Mapping (SIM) workshop in Columbia, Missouri on August 22, 2016. Drs. Kamin and Lamberti will advise Boone County on individuals to invite, room set-up, and other miscellaneous details.

The workshop will include:

- A didactic presentation describing the Sequential Intercept Model and best practices in working with persons with mental illness involved in the criminal justice system
- A mapping exercise which results in a graphic depiction of where criminal justice and mental health services intersect
- Identification of resources and gaps
- Discussion of local priorities

The Institute/CCSI will send Boone County a draft report based on the workshop by September 22, 2016. The report will contain a summary of the results of the workshop, including recommendations for next steps and a 'map.' Boone County will notify the Institute/CCSI of any inadvertent omissions or misstatements in the report. Consultant will send Boone County a revised report within 7 days of receiving requested corrections.

### **Compensation**

Upon completion of the work specified above, the Institute/CCSI will send Boone County an invoice for \$4,000 plus any travel-related expenses in an amount not to exceed \$10,000.00. Travel expenses shall include round trip airplane travel, ground transportation, hotel accommodations and meal expenses.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

June

20

16

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

Now on this day the County Commission of the County of Boone does hereby authorize the issuance of hospital refunding revenue bonds (Boone Hospital Center), series 2016, of Boone County, Missouri and authorize and approve certain documents and actions in connection therewith as more fully described in the attached.

Done this 23rd day of June, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren *DKB*  
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

**ORDER AUTHORIZING THE ISSUANCE OF HOSPITAL  
REFUNDING REVENUE BONDS (BOONE HOSPITAL  
CENTER), SERIES 2016, OF BOONE COUNTY, MISSOURI; AND  
AUTHORIZING AND APPROVING CERTAIN DOCUMENTS  
AND ACTIONS IN CONNECTION THEREWITH.**

---

**RECITALS**

1. Boone County, Missouri (the "County"), together with the Board of Trustees of Boone County Hospital (the "Board"), owns an acute care hospital and related facilities, known as Boone Hospital Center (the "Hospital"), pursuant to sections 205.160 to 205.379, inclusive, of the Revised Statutes of Missouri, as amended (the "Act").

2. The Board is duly constituted, established and elected pursuant to the Act and has the authority under the Act to operate, maintain and manage the Hospital, to enter into contracts for the use, operation or management of the Hospital and, with the consent of the County Commission, to enter into leases of the Hospital.

3. The Board has entered into an Amended and Restated Lease Agreement dated as of January 1, 2001, as amended by the Amendment to Lease Agreement dated December 27, 2006 and the Second Amendment to Lease Agreement dated May 17, 2012 (as hereafter amended, collectively, the "Lease"), with CH Allied Services, Inc., a Missouri nonprofit corporation (the "Lessee"), currently in effect through December 31, 2020, pursuant to which the Lessee has full management, control and use of the Hospital.

4. The County Commission is authorized pursuant to the Act to issue and sell revenue bonds of the County for the purpose of providing funds for the acquisition, construction, equipment, improvement, extension, repair and furnishing of hospitals and related facilities, provided that the principal of and interest on such revenue bonds shall be payable solely from the net income and revenues arising from the operation of such hospitals and related facilities after providing for the cost of operation and maintenance thereof.

5. Pursuant to an Indenture of Trust dated as of December 1, 2002 (the "Original Indenture"), the First Supplemental Indenture of Trust dated as of August 1, 2004 (the "First Supplemental Indenture"), the Second Supplemental Indenture of Trust dated as of June 1, 2008 (the "Second Supplemental Indenture"), the Third Supplemental Indenture of Trust dated as of July 1, 2012 (the "Third Supplemental Indenture"), and the Fourth Supplemental Indenture of Trust dated as of August 1, 2014 (the "Fourth Supplemental Indenture"), the County has previously issued and has outstanding its (i) Hospital Revenue Bonds (Boone Hospital Center), Series 2008 (the "Series 2008 Bonds"), in the original principal amount of \$100,000,000, and currently outstanding in the principal amount of \$82,085,000, (ii) Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2012 (the "Series 2012 Bonds"), in the original principal amount of \$11,410,000, and currently outstanding in the principal amount of \$8,130,000, and (iii) Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2014, in the original principal amount of \$3,640,000, and currently outstanding in the principal amount of \$3,265,000.

6. The Board of Trustees has found and determined that it is necessary and desirable to achieve certain economic savings by refunding, defeasing and paying all or some of the outstanding Series 2008 Bonds (the "Refunded Bonds") prior to their scheduled maturities (the "Refunding"), and is authorized under the provisions of the Act and Section 108.140(2) of the Revised Statutes of Missouri, as amended, to issue and sell refunding revenue bonds for such purpose, and has recommended and requested that the County Commission authorize the issuance of revenue bonds of the County pursuant to the Act, on a parity with the Series 2008 Bonds (to the extent any maturities of the Series 2008 Bonds are not included in the Refunding), the Series 2012 Bonds and the Series 2014 Bonds, to provide funds to pay the costs of the Refunding.

7. The Board has requested the County Commission to issue one or more series of its Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2016 (the "Series 2016 Bonds"), to provide funds to pay the costs of the Refunding, and the County Commission has found and determined that it is necessary and advisable and will promote the general health and welfare of the County and of its inhabitants for the County to issue, sell and deliver the Bonds to provide funds for such purpose.

8. The County Commission further finds and determines that it is necessary and desirable in connection with the issuance and sale of the Series 2016 Bonds that the County Commission execute and deliver certain documents, copies of which documents have been presented at this meeting and shall be filed with the County Clerk, and that the County Commission take certain other actions and approve certain other documents as herein provided.

**NOW THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:**

**Section 1. Issuance of Hospital Refunding Revenue Bonds.** The County Commission finds and determines that it is advisable that the County sell, issue and deliver the Series 2016 Bonds in the aggregate principal amount of not to exceed \$90,000,000. The Series 2016 Bonds shall be issued and secured pursuant to the Fifth Supplemental Indenture of Trust dated as of the date set forth therein (the "Fifth Supplemental Indenture"), among the County, the Board and UMB Bank, N.A., as trustee (the "Trustee"), which Fifth Supplemental Indenture supplements the Original Indenture (as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, and the Fifth Supplemental Indenture, collectively, the "Indenture of Trust"). The present value savings resulting from the Refunding, calculated to include all costs and expenses allocable to the Series 2016 Bonds (AIC), shall be not less than 4.00% of the par amount of the Series 2008 Bonds being refunded. The Series 2016 Bonds shall (1) bear interest at such rate resulting in a true interest cost, as described in Section 108.170(6) of the Revised Statutes of Missouri, as amended, not to exceed 4.50% per annum, (2) be sold at a purchase price of not less than 98.0% of the principal amount of the Series 2016 Bonds, (3) shall have a final maturity date of not later than August 1, 2038, and (4) shall be subject to optional redemption not later than August 1, 2027. The final terms of the Series 2016 Bonds shall be specified in the Fifth Supplemental Indenture.

**Section 2. Ratification of Prior Selections.** The County hereby ratifies the prior selections by the Treasurer of the Board and the Treasurer of the County of (i) Merrill Lynch, Pierce, Fenner & Smith (as authorized representative of the underwriting group purchasing the Series 2016 Bonds), Raymond James & Associates, Inc., Stern Brothers & Co. and Stifel, Nicolaus & Company, Incorporated (collectively, the "Underwriter"), to underwrite the Series 2016 Bonds, and (ii) Thompson Coburn LLP to serve as disclosure counsel to assist the Board and the County in preparing the Official Statement (defined below), which will be used to offer the Series 2016 Bonds for sale.

**Section 3. Authorization and Approval of Documents.** The County is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the County Commission at this meeting and attached to this Order (copies of which documents shall be filed in the records of the County), with such changes therein as shall be approved by the officer or officers of the County executing such documents (the "County Documents"), such officer's or officers' signatures thereon being conclusive evidence of his, her or their approval thereof:

(a) Fifth Supplemental Indenture;

(b) Tax Compliance Agreement dated as of the date set forth therein, among the County, the Board, the Lessee and the Trustee, entered in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Series 2016 Bonds, to establish and maintain the exclusion of interest on the Series 2016 Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f);

(c) Bond Purchase Agreement dated the date set forth therein and relating to the Series 2016 Bonds (the "Bond Purchase Agreement"), among the County, the Board, the Lessee and the Underwriter, under which the County agrees to sell and the Underwriter agrees to purchase the Series 2016 Bonds upon such terms and conditions as set forth therein; and

(d) Escrow Trust Agreement dated the date set forth therein, among the County, the Board and the Trustee, entered into in order to provide for the refunding and redemption of the Refunded Bonds on the Redemption Date (defined below).

**Section 4. Approval of Official Statement.** The Preliminary Official Statement is hereby ratified and approved, and the final Official Statement relating to the Series 2016 Bonds is hereby approved in substantially the form of the Preliminary Official Statement attached hereto, with such changes and additions thereto as are necessary to conform to and describe the transaction, and the use and public distribution of the final Official Statement by the Underwriter in connection with the reoffering of the Series 2016 Bonds is hereby authorized. The signature of the Presiding Commissioner on the County Documents shall be conclusive evidence of his approval and the County Commission's approval of the form of the Official Statement.

For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the County hereby deems the information regarding the County contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the County are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

The County agrees to provide to the Underwriter within seven business days of the date of the sale of Series 2016 Bonds sufficient copies of the final Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 5. Redemption of Refunded Bonds.** The County Treasurer is hereby directed to cause notice of the call for redemption and payment of the Refunded Bonds to be given in the manner provided in the Indenture of Trust. The Refunded Bonds shall be called for redemption and payment prior to maturity on August 1, 2018 (the "Redemption Date"). The Refunded Bonds shall be redeemed at the office of the paying agent for the Refunded Bonds on the Redemption Date by the payment of the principal thereof together with accrued interest thereon to the Redemption Date. The officers of the Board and the paying agent for the Refunded Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Refunded Bonds as herein provided.

**Section 6. Execution of Bonds and County Documents.** The Presiding Commissioner is authorized to execute the Series 2016 Bonds by manual or facsimile signature and to deliver the Series 2016 Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the County Commission in the manner provided in the Indenture of Trust. The Presiding Commissioner or the County Treasurer is hereby authorized to execute and deliver the County Documents for and on behalf of and as the act and deed of the County. The County Clerk is hereby authorized to attest to the Series 2016 Bonds by manual or facsimile signature, the County Documents and to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

**Section 7. Limited Obligations.** The Series 2016 Bonds shall be special limited obligations of the County payable solely from, and secured as to the payment of principal and interest by, a pledge of the net income and revenues arising from the operation of the Hospital, including all rentals received under the Lease, after providing for the costs of operation and maintenance thereof, and from all other income made available to the Board with respect to the Hospital, except proceeds from taxation but including operating income, non-operating income, investment income, gifts, bequests, contributions and grants and other moneys, except to the extent otherwise limited by the donor or grantor, and the County hereby pledges said net income and revenues and other moneys to the payment of such principal and interest on the Series 2016 Bonds. Neither the general credit nor the taxing power of the County is pledged to the payment of the Series 2016 Bonds either as to principal or interest. The Series 2016 Bonds shall not be or constitute a general obligation of the County, nor shall they constitute an indebtedness of the County within the meaning of any constitutional or statutory provision, limitation or restriction.


**Section 8. Further Authority.** The County Commission shall, and the Presiding Commissioner and other Commissioners, officers, agents and employees of the County are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, and to carry out the issuance of the Series 2016 Bonds.

**Section 9. Effective Date.** This Order shall take effect and be in full force immediately after its approval by the County Commission.

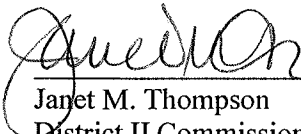
APPROVED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI,  
THIS 21<sup>st</sup> DAY OF JUNE, 2016.

(SEAL)

  
\_\_\_\_\_  
Wendy S. Noren *DKB*  
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

June Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

June

20

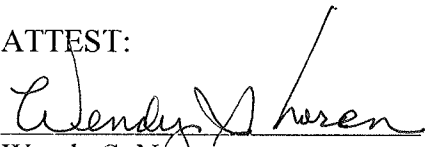
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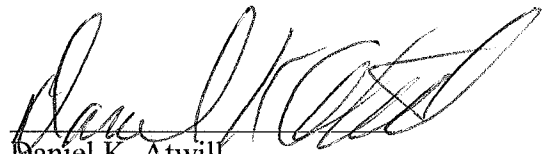
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Baha'i Faith Community for July 12, 2016 from 6:30 p.m. to 9:30 p.m.

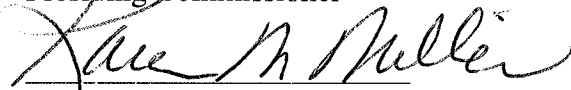
Done this 23rd day of June, 2016.

ATTEST:

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

  
Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner



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: Baha'i Faith Community

Address: 205 Blue Sky Ct

City: Columbia State: MO ZIP Code 65203

Phone: 573 445 6853 Website: www.columbiamobahai.org

Individual Requesting Use: Farah Nieuwenhuizen and Rachel Willenberg Position in Organization: Secretary, and assistant

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: celebrating the nineteen day feast.

Description of Use (ex. Speaker, meeting, reception): Baha'i community gathering, reception

Date(s) of Use: Tuesday, July 12, 2016

Start Time of Setup: 6:30 pm AM/PM Start Time of Event: 6:00 pm AM/PM

End Time of Event: 9:00 pm AM/PM End Time of Cleanup: 9:30pm 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: Rachel Willenberg, Secretary

Phone Number: 573-445-6853 cell 573-673-1626 Date of Application: 6/17/16

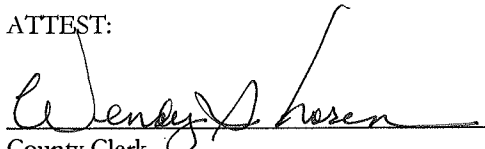
Email Address: rachelwillenberg@hotmail.com

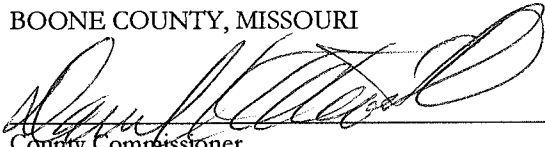
Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

## 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:

  
County Clerk *WJS*

BOONE COUNTY, MISSOURI  
  
County Commissioner

DATE: June 23, 2016

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

June

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 #1 of Bid 03-27JAN16- 2016 Mill and Overlay Term and Supply assigning primary supplier vendor from APAC Missouri to Capital Paving & Construction, LLC.

Except as specifically stated in the amendment, the terms, conditions and provisions of the contract remain as stipulated in the original agreement executed by Commission Order 129-2016 on March 17, 2016.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment #1, Mill and Overlay Term and Supply/Capital Paving & Construction, LLC.

Done this 23rd day of June, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren *DKB*  
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

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: June 22, 2016  
RE: Amendments for Assignment of Contracts from APAC - Missouri to  
Capital Paving & Construction LLC

The following contracts are being assigned from APAC - Missouri to Capital Paving & Construction LLC per the attached amendments:

03-27JAN16 – 2016 Mill & Overlay Term and Supply

cc: Contract File


**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
03-27JAN16 – 2016 MILL AND OVERLAY TERM AND SUPPLY**

The Purchase Agreement dated March 17, 2016 made by and between Boone County, Missouri and APAC - Missouri for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

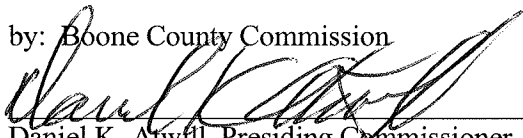
1. Contract **03-27JAN16** is hereby assigned to Capital Paving & Construction LLC (FEIN 81-1895585) from APAC - Missouri (FEIN 61-1320131) per the attached Agreement and Consent to Assignment of Contract document signed by Shawn A. Riley of APAC - Missouri and Edward M. Welsh of Capital Paving & Construction LLC.
2. 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.

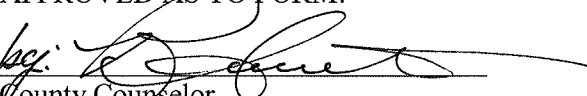
**CAPITAL PAVING & CONSTRUCTION LLC**

by   
title COO

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

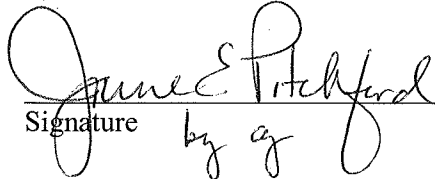
by:   
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk *DKB*

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.)

  
Signature by *ag*

6/22/16  
Date

2041 / 71100  
No Encumbrance Reversal  
Appropriation Account

**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACT  
2016 MILL & OVERLAY – TERM AND SUPPLY**

APAC-MISSOURI, INC.  
1591 PRATHERSVILLE ROAD  
COLUMBIA, MO 65202  
FEIN#: 61-1320131  
(Assignor)

CAPITAL PAVING & CONSTRUCTION LLC  
P.O. BOX 104990  
JEFFERSON CITY, MO 65110  
FEIN #: 81-1895585  
(Assignee)

RE: Contract: *03-27JAN16 – 2016 Mill & Overlay Term and Supply*

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.


The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

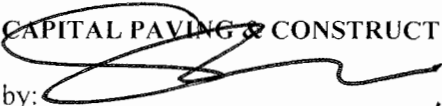
This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF**, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

APAC-MISSOURI, INC.

by:   
Printed Name: SHAWN A RILEY  
Title: PRESIDENT  
Date: 5/26/16

CAPITAL PAVING & CONSTRUCTION LLC

by:   
Printed Name: Edmund M. Welch  
Title: COO  
Date: 6/10/16

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Capital Paving & Construction, LLC

as Principal, hereinafter called Contractor, and Travelers Casualty & Surety Co. of America

a Corporation, organized under the laws of the State of Connecticut  
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  
Owner, in the amount of One hundred sixty thousand seven hundred forty-seven 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, by written agreement dated May 26, 2016 entered into a  
Contract with Owner for:

**CONTRACT NUMBER 03-27JAN16  
2016 Mill and Overlay Term and Supply  
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is  
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor  
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing  
hourly wages and comply with all prevailing wage requirements as provided by such Contract and  
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the  
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the  
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms  
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder,  
arrange for a Contract between such bidder and Owner, and make available as work progresses  
(even though there should be a default of a succession of defaults under the Contract or Contracts  
of completion arranged under this paragraph) sufficient fund to pay the cost of completion less  
the balance of the Contract price, but not exceeding, including other costs and damages for which  
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term  
"balance of the Contract price", as used in this paragraph, shall mean the total amount payable by  
Owner to Contractor under the Contract and any amendments thereto, less the amount properly  
paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

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 St. Louis, MO, on this 8th day of June, 2016.

Capital Paving & Construction LLC

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: 

Travelers Casualty & Surety Co. of America

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: 

\_\_\_\_\_  
(Attorney-In-Fact)

BY: 

\_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

Bond # 106369854

KNOW ALL PERSONS BY THESE PRESENTS, that we, Capital Paving & Construction LLC

as Principal, hereinafter called Contractor, and Travelers Casualty & Surety Co. of America

a corporation organized under the laws of the State of Connecticut, 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 Owner, for the use and benefit of claimants as herein below defined, in the amount of One Hundred Sixty Thousand Seven Hundred

Forty-Seven DOLLARS

(\$ 160,747.00), 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 by written agreement dated May 26, 2016 entered into a contract with Owner for

**CONTRACT NUMBER 03-27JAN16  
2016 Mill and Overlay Term and Supply  
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:



1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

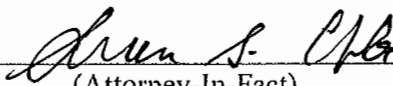
D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO on this 8th day of June 2016.

CONTRACTOR Capital Paving & Construction (SEAL)  
LLC

BY: 

SURETY COMPANY Travelers Casualty & Surety Co. of America

BY:   
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: Sumer S. Charles

Phone Number: 314-746-4700

Address: 8235 Forsyth Blvd

St. Louis, MO 63105



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225382

Certificate No. 006487488

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark W. Alvey, Sumner S. Charles, Michael Shanahan Jr., Maria Mallonee, Loren Wims, and JoAnne Mallonee

of the City of Clayton, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of August, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of August, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of June, 20 16

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.