

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 10th day of April 20 03


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

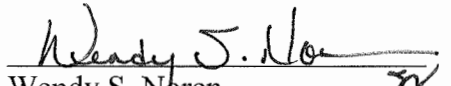
Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision:


DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1243-91301: Judicial Grants – Computer Equipment	\$5,107.00	
1243-71100: Judicial Grants – Outside Services		\$3,900.00
1243-71101: Judicial Grants – Professional Services		\$1,207.00

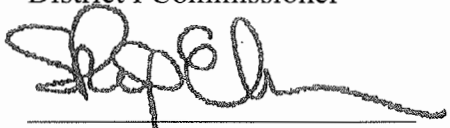
Said budget revision is for Reality Therapy Training for 13th Circuit Family Court staff and counseling/testing service hours.

Done this 10th day of April, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

MISSOURI DEPARTMENT OF PUBLIC SAFETY
 OFFICE OF THE DIRECTOR
CONTRACT ADJUSTMENT NOTICE

P.O. BOX 749
 Jefferson City, MO 65102
 Phone: (314) 751-4905

ADJUSTMENT NO. 1	DATE March 31, 2003
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CONTRACTOR NAME

Boone County

PROJECT TITLE

Accountability Enhancement Programs and Services

PRESENT CONTRACT PERIOD FROM 10/1/02 TO 9/30/03	CONTRACT NUMBER 2001-JAIBG-LG-03
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TO CONTRACTOR: Your request to change, amend, or adjust this contract is approved subject to such conditions or limitations as may be set forth below.

Nature of change, amendment, or adjustment

Budget Revision

Conditions or Limitations

Budget is changed:	From	To
Personnel	\$51,656.23	\$51,656.23
Personnel Overtime		
Volunteer Hours		
Travel	\$0.00	\$0.00
Equipment	\$8,000.00	\$2,892.50
Supplies/Operations	\$7,694.00	\$7,694.00
Contractual	\$4,223.46	\$9,330.96
Renovation/Construction		
Total Project Cost	\$71,573.69	\$71,573.69
Federal/State Share	\$64,416.32	\$64,416.32
Local Match Share	\$7,157.37	\$7,157.37

All terms and conditions of the original Award of Contract apply to this Contract Adjustment Notice.

Director or Deputy Director, Department of Public Safety <i>Charles R. Jackson</i>	DATE March 31, 2003
---	----------------------------

BOB HOLDEN
Governor



Truman Building, Room 870
Mailing Address: P.O. Box 749
Jefferson City, MO 65102-0749
Telephone: 573-751-4905
FAX: 573-751-5399
Toll Free: 888-FYI-MDPS
Internet Address:
<http://www.dps.state.mo.us/>

CHARLES R. JACKSON
Director

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

April 1, 2003

Kirk Kippley
Boone, County of
Accountability Enhancement Programs and Services
Boone County Juvenile Justice Center
Columbia, MO 65201

RE: 2001-JAIBG-LG-03

Dear Mr. Kippley:

This letter is to inform you that your request for a budget revision has been approved. Enclosed you will find a Contract Adjustment Notice which needs to be kept in your files for future monitoring visits.

If you should have any questions pertaining to this matter, please do not hesitate to call (573) 526-1931. Thanks again for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Erin Sherman".

Erin Sherman
Program Specialist

ES/ad

C Donald Stamper, Presiding Commissioner
File

APPENDIX C



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
REQUEST TO REVISE THE BUDGET

P.O. Box 749
Jefferson City, MO 65102
Telephone: 573-751-4905
FAX: 573-751-5399



Contractor Name Boone County					
Project Title Accountability Enhancement Programs and Services			Contract Number 2001-JAIBG-LG-03		
COST CATEGORY	CURRENT BUDGET		REQUESTED REVISED BUDGET		NET CHANGE (+ OR -)
PERSONNEL <i>(Plus Fringes and Overtime)</i>	51,656.23		51,656.23		
VOLUNTEER TIME					
TRAVEL					
EQUIPMENT	8,000.00		2,892.50		-5,107.50
SUPPLIES/OPERATIONS	7,694.00		7,694.00		
CONTRACTUAL	4,223.46		9,330.96		+ 5,107.50
RENOVATION/CONSTRUCTION					
TOTAL PROJECT COSTS	71,573.69	100%	71,573.69	100%	0.00
TOTAL FEDERAL/STATE SHARE	64,416.32	%	64,416.32	%	
TOTAL LOCAL MATCH SHARE	7,157.37	%	7,157.37	%	

NARRATIVE JUSTIFICATION – Briefly explain the requested change. Explain why a reduction in some categories will not be detrimental to the project and an increase in others will further the objectives of the project. Attach copies of each changed budget detail sheet.

The original request for Teleconferencing Equipment was for four notebook personal computers and video cameras. Since the grant was approved, new technology has created the compatibility of videoconferencing with a picturephone. The price for the new picturephones is considerably less and does not require all the software and equipment that the notebook personal computers and cameras would. This revision would not be detrimental to the teleconference project. In fact, it would allow for the purchase of one more machine than was originally requested. The additional machine would enable the Juvenile Justice Center to have two conversations going on simultaneously.

The 13th Circuit Family Court, Juvenile Division has a unique opportunity to have a three-day training session on Reality Therapy presented to all of the deputy juvenile officers and caseworkers. Reality Therapy has long been the cornerstone of all programming offered by the Juvenile Officer of the 13th Circuit. We have purchased various resources, such as tapes and books to aid staff in learning the basic concepts of Reality Therapy.

Current budgeted money is allocated to specific training sessions identified to help supplement and enhance existing programming efforts. Therefore, we could not have this training without the grant money.

If this budget amendment were approved, it would allow for 18 staff members to receive training integral to the Juvenile Officer being able to successfully meet the mission of the Family Court. One of our training goals then, in calendar year 2004, would be to send two staff members on to become certified reality therapists. Thus, in the future they would be able to train new staff members in Reality Therapy, present workshops to parents and youths, as well as being day-to-day practitioners.

PREPARED BY		
Signature <i>Kirk Kippley</i>	Date <i>3/24/03</i>	Telephone Number: 573-886-4450 E-Mail Address: Kirk.Kippley@osca.state.mo.us Fax Number: 573-886-4461
APPROVED BY Authorized Official <i>Keith Schumane</i>		Date <i>3-24-03</i>

EQUIPMENT	PROJECT TITLE : Accountability Enhancement Programs and Services
	APPLICANT AGENCY: Boone County

INSTRUCTIONS

- | | |
|---|---|
| <p>1. Equipment is defined as tangible personal property having a useful life of more than one year.</p> <p>2. Under the Item column, describe each type of equipment in terms of size, capability, etc.</p> | <p>3. Under the Basis for Cost Estimate, list the number of units of each type of equipment and provide a unit cost.</p> <p>4. Under the Total Cost column, record the cost to be calculated as follows: (number of units) x (unit cost).</p> |
|---|---|

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
<p>Area 7, Program 6</p> <p>Desktop Videophone</p> <p>Desktop telephone integrated with a full color LCD display screen and high-quality digital camera.</p>	<p>5 @ 474.50 (includes shipping and handling)</p>	<p>2,372.50</p>
<p>Installation of Telephone Lines</p>	<p>3 lines @ \$173.3333</p>	<p>520.00</p>
<p>State/Federal Share</p>	<p>\$ 2603.25</p>	<p>TOTAL EQUIPMENT COST</p>
<p>Local Match Share</p>	<p>\$ 289.25</p>	

CONTRACTUAL

PROJECT TITLE: Accountability Enhancement Programs and Services

APPLICANT AGENCY: Boone County

INSTRUCTIONS

- | | |
|--|--|
| <p>1. Under the Nature of Service column, describe the types of consultant services or contracts desired.</p> <p>2. Under the Basis for Cost Estimate, enter the total amount of time to be used and the rate of compensation per unit of time. <i>In the narrative under budget justification, include statements justifying the rate of compensation per unit of time and the necessity for including the costs in the project budget.</i></p> | <p>3. In the Total Cost column, record the costs to be calculated as follows: (amount of time) x (rate of compensation).</p> <p>4. A copy of any contractual agreement made as a result of an award through this grant program must be forwarded to the Department of Public Safety. Any service that does not have a contractual agreement cannot be listed on this page.</p> <p>5. Any contractual agreement entered into as a result of an award of contract by DPS must be for a time period within the contract period designated by DPS.</p> |
|--|--|

NATURE OF SERVICE	BASIS FOR COST ESTIMATE	TOTAL COST												
<p>Area 7, Program 4</p> <p>Counseling/Testing Services</p>	<p>108.6192 hours of counseling/testing services, focusing on substance abuse, @ \$50.00 per hour.</p> <p>108.6192 hours X \$50 per hour</p>	<p>5,430.96</p>												
<p>Area 7</p> <p>Reality Therapy Training</p>	<p>Intensive Reality Therapy Training - 2 parts</p> <p>1st Part - 3 days with two instructors for 18 Family Court Staff Members. Instructors: David and Sharon Jackson, Certified through William Glasser Institute.</p> <p>Total Fee for 1st Part is: \$3,100.00</p> <p>This includes the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">3 day training fee for 2 instructors</td> <td style="text-align: right; padding-left: 20px;">\$2,700.00</td> </tr> <tr> <td style="padding-left: 20px;">Lodging (\$54.44/night, includes tax - 3 nights)</td> <td style="text-align: right; padding-left: 20px;">\$163.65</td> </tr> <tr> <td style="padding-left: 20px;">Travel and meals</td> <td style="text-align: right; padding-left: 20px;">\$236.35</td> </tr> </table> <p>2nd Part - 1 day follow up training</p> <p>Following up to the three day training to review action plans developed and ask questions to clarify concepts after having time to apply the information. One to two months after 1st part training.</p> <p>Total Fee for 2nd Part is: \$800.00</p> <p>This includes for 2nd Part:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">1 day training fee for 2 instructors</td> <td style="text-align: right; padding-left: 20px;">\$618.20</td> </tr> <tr> <td style="padding-left: 20px;">Lodging (1 night - \$54.44/night includes tax)</td> <td style="text-align: right; padding-left: 20px;">\$54.55</td> </tr> <tr> <td style="padding-left: 20px;">Travel and meals</td> <td style="text-align: right; padding-left: 20px;">\$127.25</td> </tr> </table>	3 day training fee for 2 instructors	\$2,700.00	Lodging (\$54.44/night, includes tax - 3 nights)	\$163.65	Travel and meals	\$236.35	1 day training fee for 2 instructors	\$618.20	Lodging (1 night - \$54.44/night includes tax)	\$54.55	Travel and meals	\$127.25	<p>3,900.00</p>
3 day training fee for 2 instructors	\$2,700.00													
Lodging (\$54.44/night, includes tax - 3 nights)	\$163.65													
Travel and meals	\$236.35													
1 day training fee for 2 instructors	\$618.20													
Lodging (1 night - \$54.44/night includes tax)	\$54.55													
Travel and meals	\$127.25													
State/Federal Share	\$ 8,397.86													
Local Match Share	\$ 933.10													
TOTAL CONTRACTUAL COST		\$ 9,330.96												

2003 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
Judicial Grant and Contracts										
1243-91301	camera - (4) (JAIBG Grant) Will NOT be purchased	1,080			1,080					1,080
1243-91301	pc - (4) (JAIBG Grant) Will NOT be purchased	6,400			6,400					6,400
1243-91301	videotelephone - (5) To be purchased INSTEAD of cameras & pc's					2-3-2003	949			(949)
1243-91301	Budget Revision moving funds to 1243 class 7		4-7-2003	(5,107)	(5,107)					(5,107)
Total		<u>7,480</u>		<u>(5,107)</u>	<u>2,373</u>		<u>949</u>		<u>0</u>	<u>1,424</u>
Total Judicial Grant and Contracts		<u>7,480</u>		<u>(5,107)</u>	<u>2,373</u>		<u>949</u>		<u>0</u>	<u>1,424</u>

4/7/2003

FY 2003
Budget Amendments/Revisions
Judicial Grants & Contracts (1243)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	4/4/2003	91301	Computer Hardware		5,107	Revise budget per JAIBG grant	
		71100	Outside Services	3,900			
		71101	Professional Services	1,270			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned


Term. 20 03

In the County Commission of said county, on the 10th day of April 20 03


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

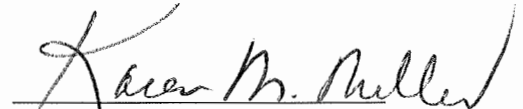
Now on this day, the County Commission of the County of Boone does hereby award bid 21-18MAR03 for Lien Search Services to Guaranty Land Title. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 10th day of April, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

179-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 20-18MAR03 – Lien Search Services
DATE: March 27, 2003

The Collector's office and I have reviewed the bid submitted and recommend awarding to Guaranty Land Title for having the best bid meeting our specifications. Total cost per lien search is \$43.94. Historically, this price has decreased from \$48.95 in 2000 to \$43.94 in 2003. There has been 522 parcels identified at present, however, that number generally decreases considerably prior to services being provided. The present contract value is for 273 lien searches for a total of \$11,995.62 to be paid from organization 1150 account 84500.

The bid tabulation is attached.

Bid Tabulation
21-18MAR03 - Lien Search Services

4.7.	Pricing	Guaranty Land Title
4.7.1.	Cost per Completed Lien Search Provided	\$ 43.94
4.8.	Maximum & Increase for Renewal Peroids	
	Year 2	5
	Year 3	5

No Bid
 LandAmerica Commonwea

**PURCHASE AGREEMENT
FOR
LIEN SEARCH SERVICES**

THIS AGREEMENT dated the 10 day of APRIL 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Guaranty Land Title Insurance, Inc., herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement For Lien Search Services, County of Boone Request for Bid for Lien Search Services, bid number 21-18MAR03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form as well as the Contractor's bid response dated March 18, 2003 executed by Adam Plevayk on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the County of Boone Request for Bid for Lien Search Services, bid number 20-18MAR03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the un-executed Response Form shall prevail and control over the Contractor's bid response.

2. **Purchases/Services** - This agreement shall commence on the date written above through March 31, 2004 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Delivery** - Contractor agrees to deliver each completed Lien Search Document to the Boone County Collector on the next business day after each search has been completed. All information will be submitted in accordance with section 2.2.3. of the original bid documents. Total project completion must be on or before 5:00 p.m. June 18, 2003.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Collector and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay

interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

GUARANTY LAND TITLE INSURANCE, INC.

BOONE COUNTY, MISSOURI

by [Signature]
title Assistant Vice President

by: Boone County Commission
[Signature]
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature

3/31/03
Date

1150-84500
11,995.62
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

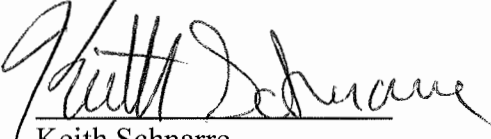
Term. 20 03

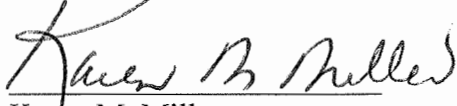
In the County Commission of said county, on the 10th day of April 20 03

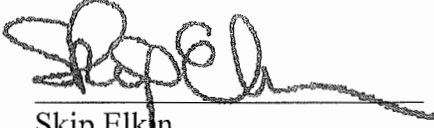
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #1 for bid 44-25JUN02 for Traffic Signs, Barricades and Sign Posts Term and Supply to reflect assignment of new vendor, J & A Traffic Products. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

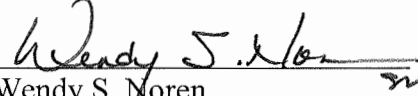
Done this 10th day of April, 2003.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

180-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 44-25JUN02 – Traffic Signs, Barricades and Sign Posts Term and Supply
DATE: March 31, 2003

On July 25, 2002, Allied Tube & Conduit was awarded Category B-Barricades, Cones, Markers and Category C – Sign Posts of the above referenced bid. Per the attached assignment from Allied Tube & Conduit, J & A Traffic Products out of Blue Springs, MO will assume the contract and uphold all terms and conditions as set forth in the bid specifications until its termination. This contract runs through July 31, 2002 with a potential of four (4) one-year renewal options. We are requesting acknowledgement of this amendment to the contract to reflect this change.

180-2003

**CONTRACT AMENDMENT No. 1
PURCHASE AGREEMENT FOR
TRAFFIC SIGNS, BARRICADES AND SIGN POSTS TERM AND SUPPLY
Bid 44-25JUN02**

The Agreement dated July 25, 2002 made by and between Boone County, Missouri and Allied Tube and Conduit, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. The parties acknowledge the attached assignment transferring this contract and its terms and conditions from Allied Tube and Conduit to J & A Traffic Products. J & A Traffic Products agree to uphold all terms and conditions set forth in the contract until its termination.
2. The effective date of this amendment shall be March 31, 2003 and will expire upon completion of the original agreement unless renewed.
3. 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.

J & A TRAFFIC PRODUCTS

BOONE COUNTY, MISSOURI

by [Signature]
title VICE President

by Boone County Commission
[Signature]
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
[Signature]
Wendy S. Norer, County Clerk

AUDITOR CERTIFICATION
In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising by 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.)

2040 - Term & Supply

no encumbrance required 4/1/03
Signature Date Appropriation Account

PARTIES:

1) ALLIED TUBE & CONDUIT
16100 South Lathrap, Ave
Harvey, IL. 60426

2) J & A TRAFFIC PRODUCTS
790 West 40 Highway
Blue Springs, MO. 64015

The herein verbage will serve as a contract between the two (2) above parties pertaining to the traffic contracts in the previously agreed territory. Allied Tube and Conduit herein assigns agreed contracts to Jeff Mindham / J & A Traffic Products. This includes but not limited to Boone County Contract # 44-25JUN02 for Traffic Signs, Barricades & Sign Post Term and Supply. The contract period is stated in contract county documents pg.2 paragraph 1.6. August 1, 2002 through July 31st, 2003 with an additional four (4) one-year renewal option. J & A Traffic Products will uphold all terms and conditions set forth in the contract until its termination.

ALLIED TUBE & CONDUIT
16100 South Lathrap Ave.
Harvey, IL. 60426

J & A TRAFFIC PRODUCTS
790 West 40 Highway
Blue Springs, MO. 64015

Timothy C. Bedinger
Telespar Field Sales Mgr.

Jeff Mindham
President

Sign Timothy C. Bedinger Date 3/21/03 Sign J. Mindham Date 3-21-03

NOTARY:

Sign Sharon L. Beard Date 3-21-03



**PURCHASE AGREEMENT
FOR
TRAFFIC SIGNS, BARRICADES, AND SIGN PARTS TERM AND SUPPLY**

THIS AGREEMENT dated the 23rd day of July 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Allied Tube and Conduit** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for Traffic Signs, Barricades, and Sign Parts Term and Supply, County of Boone Request for Bid, bid number **44-25JUN02**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated June 18, 2002 and executed by Jeff Mindham on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on August 1, 2002 and extend through July 31, 2003, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in **Category B – Barricades, Cones, Markers and Category C – Sign Posts**, which includes sections 4.9. and 4.10. of bid. These items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

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

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

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

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

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

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

ALLIED TUBE AND CONDUIT

by [Signature]
 title TRAFFIC SPECIALIST
 address 115 NE EASTWOOD DR
Blue Springs, MO 64014

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
 Don Stamper
 Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
[Signature]
 Wendy S. Noren
 County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

2040 - 26600/23850
 Traffic Signs, Barricades & Sign Posts - Term & Supply

no encumbrance required 7/17/02
 Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 10th day of April 20 03

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

Now on this day, the County Commission of the County of Boone does hereby award bid MM37 for Bituminous Materials as follows per the recommendation of the Purchasing and Public Works Departments:

- Vance Brothers, Inc. – Award SS-1 and CRS-2P,
- Koch Pavement Solutions – Award CRS-2, and
- Coastal Energy Corporation – Award PEP, MC-3000, and MC-800

It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 10th day of April, 2003.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

181-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *LR*
RE: MM37 – Bituminous Materials
DATE: March 31, 2003

The City of Columbia Public Works and the Boone County Public Works departments have reviewed the responses received and recommend the following award.

Vance Brothers, Inc. – award SS-1 and CRS-2P. Estimated contract value is \$117,137.50.

Koch Pavement Solutions – award CRS-2. Estimated contract value is \$225,632.80.

Coastal Energy Corp – award PEP, MC-3000 and MC-800. Estimated contract value is \$53,260.00.

The low bidder for PEP was Vance Brothers, however, they did not meet our specifications on the distillation residue of the product. We recommend awarding this to the next low bidder, Coastal Energy.

This is a term and supply contract, hence no need for purchase orders. The bid tabulation is attached.

Bid Tabulation

MM 37 - Bituminous Materials

			KOCH MATERIALS COMPANY		VANCE BROTHER, INC.		COSTAL ENERGY CORP	
Item #	Type	Gallons	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
DELIVERED - 5,800 Gal. Min.								
1	CRS-2	316,900	0.712	\$225,632.80	0.728	\$230,703.20	0.777	\$246,231.30
2	MC-3000	15,000	1.039	\$ 15,585.00	1.030	\$ 15,450.00	0.900	\$ 13,500.00
3	PEP	42,700	0.956	\$ 40,821.20	0.820	\$ 35,014.00	0.850	\$ 36,295.00
4	SS-1	750	1.027	\$ 770.25	0.850	\$ 637.50	0.000	\$ -
5	CRS-2P	125,000	1.007	\$125,875.00	0.932	\$116,500.00	0.976	\$122,000.00
6	MC-800	3,500	1.107	\$ 3,874.50	1.030	\$ 3,605.00	0.990	\$ 3,465.00
TOTAL				\$412,558.75	\$401,909.70		\$421,491.30	
PICKED UP - 3,000 Gal. Min.								
1	CRS-2	316,900	0.652	\$206,618.80	0.670	\$212,323.00	No Bid	
2	MC-3000	15,000	0.979	\$ 14,685.00	0.950	\$ 14,250.00		
3	PEP	42,700	0.896	\$ 38,259.20	0.750	\$ 32,025.00		
4	SS-1	750	0.967	\$ 725.25	0.770	\$ 577.50		
5	CRS-2P	125,000	0.947	\$118,375.00	0.890	\$111,250.00		
6	MC-800	3,500	1.047	\$ 3,664.50	0.950	\$ 3,325.00		
TOTAL				\$382,327.75	\$373,750.50			
PICKED UP - 5,800 Gal. Min.								
1	CRS-2	316,900	0.652	\$206,618.80	0.670	\$212,323.00	No Bid	
2	MC-30	15,000	0.979	\$ 14,685.00	0.950	\$ 14,250.00		
3	PEP	42,700	0.896	\$ 38,259.20	0.750	\$ 32,025.00		
4	SS-1	750	0.967	\$ 725.25	0.770	\$ 577.50		
5	CRS-2P	125,000	0.947	\$118,375.00	0.890	\$111,250.00		
6	MC-800	3,500	1.047	\$ 3,664.50	0.950	\$ 3,325.00		
TOTAL				\$382,327.75	\$373,750.50			
	Coop?			Yes		Yes		Yes
	Delivery			24 hrs		24 hrs		18 hrs.

No Bids

El Paso Merchant Energy Petroleum Co., El Dorado, KS

NuWay Concrete Forms, Jeff City

Columbia Curb & Gutter, Columbia

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 10 day of, APRIL 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Vance Brothers, Inc., herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this agreement for Bituminous Materials, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Bituminous Materials (Term and Supply), bid number MM37, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Mark A. Smith). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the Cooperative with SS-1 and CRS-2P when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending April 1, 2004.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

VANCE BROTHERS, INC.

BOONE COUNTY, MISSOURI

by _____
title _____

by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk *W*

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) incurred by 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.)

<i>no encumbrance required</i>	<i>4/2/03</i>	Term/Supply
Signature	Date	Appropriation Account

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 10 day of, APRIL 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Koch Materials, herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this agreement for Bituminous Materials, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Bituminous Materials (Term and Supply), bid number MM37, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Larry Reddick). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the Cooperative with CRS-2 when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending April 1, 2004.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

KOCH MATERIALS

BOONE COUNTY, MISSOURI

by _____
title _____

by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Nofen
Wendy S. Nofen, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by 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.)

<i>no encumbrances required</i>	<i>4/2/03</i>	Term/Supply
Signature	Date	Appropriation Account

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 10 day of, APRIL 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Coastal Energy Corporation, herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this agreement for Bituminous Materials, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Bituminous Materials (Term and Supply), bid number MM37, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Ron Adkisson). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the Cooperative with PEP, MC-3000 and MC-800 when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending April 1, 2004.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

COASTAL ENERGY CORPORATION

BOONE COUNTY, MISSOURI

by _____

title _____

by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]

County Counselor

Wendy S. Noren

Wendy S. Noren, County Clerk *W*

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) incurred by this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

no encumbrances required
Signature *D. Hyde*

4/2/03
Date

Term/Supply

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.


August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 14th day of August 20 03

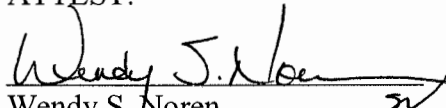
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby rescind Commission Order 181-2003 awarding Bid MM37 for Bituminous Materials Term and Supply by line item, rescind Commission Order 377-2003 (Amendment #1 to Bid MM37) and approve Amendment #1 to Koch Materials for all items identified in the bid at the unit prices submitted. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

Done this 14th day of August, 2003.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

ABSENT
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 03

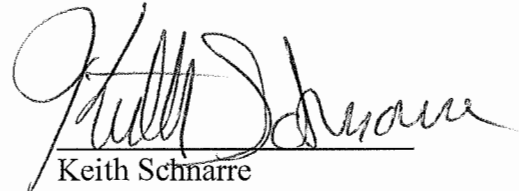
In the County Commission of said county, on the

10th day of April 20 03

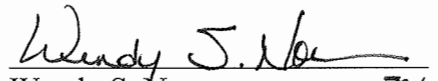
the following, among other proceedings, were had, viz:

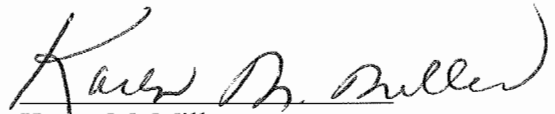
Now on this day, the County Commission of the County of Boone does hereby award bid 20-18MAR03 for Street Signs Term and Supply to Kelpé's Signs and Banners. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 10th day of April, 2003.


Keith Schmarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

182-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 20-18MAR03 – Street Name Signs Term and Supply
DATE: April 1, 2003

The Public Works department and I have reviewed the three responses received. In the bid specifications, we specified fiberglass sign blanks with an alternate of aluminum. The bids received from Vulcan Signs and Hall Signs were only for aluminum sign blanks. We also requested a preference of a 10 day delivery after receipt of order. These vendors proposed 4 to 6 week delivery period. In lieu of these deviations, we recommend rejecting these bids and award to Kelpé's Signs and Banners for having the best bid. They are able to meet the 10 day delivery preference as well as provide the fiberglass signs. The annual budgeted amount is \$14,500.00 in organization 2040 account 26600.

This is a term and supply contract, hence no purchase orders. The bid tabulation is attached.

Bid Tabulation

20-18MAR03 - Street Signs Term & Supply

4.7.	Pricing		Vulcan Signs					Hall Signs						
	Size	Est Qty	SS Unit Prrice	Extended Price	Est Qty	DS Unit Price	Extended Price	Size	Est Qty	SS Unit Prrice	Extended Price	Est Qty	DS Unit Price	Extended Price
4.7.1.	24"x10"	80	\$ 7.36	\$ 588.80	10	\$ 10.92	\$ 109.20	24"x10"	80	\$ 17.31	\$ 1,384.80	10	\$ 20.41	\$ 204.10
4.7.2.	24"x13"	20	\$ 9.57	\$ 191.40	3	\$ 14.19	\$ 42.57	24"x13"	20	\$ 18.98	\$ 379.60	3	\$ 22.92	\$ 68.76
4.7.3.	30"x10"	140	\$ 9.17	\$ 1,283.80	15	\$ 13.60	\$ 204.00	30"x10"	140	\$ 18.72	\$ 2,620.80	15	\$ 22.57	\$ 338.55
4.7.4.	30"x13"	35	\$ 11.95	\$ 418.25	5	\$ 17.72	\$ 88.60	30"x13"	35	\$ 20.78	\$ 727.30	5	\$ 25.62	\$ 128.10
4.7.5.	36"x10"	90	\$ 11.03	\$ 992.70	15	\$ 16.35	\$ 245.25	36"x10"	90	\$ 20.14	\$ 1,812.60	15	\$ 24.72	\$ 370.80
4.7.6.	36"x13"	20	\$ 14.33	\$ 286.60	5	\$ 21.26	\$ 106.30	36"x13"	20	\$ 22.64	\$ 452.80	5	\$ 28.49	\$ 142.45
4.7.7.	42"x10"	115	\$ 12.88	\$ 1,481.20	15	\$ 19.10	\$ 286.50	42"x10"	115	\$ 21.49	\$ 2,471.35	15	\$ 26.69	\$ 400.35
4.7.8.	42"x13"	30	\$ 16.71	\$ 501.30	5	\$ 24.79	\$ 123.95	42"x13"	30	\$ 21.45	\$ 643.50	5	\$ 31.19	\$ 155.95
4.7.9.	48"x10"	150	\$ 14.69	\$ 2,203.50	20	\$ 21.78	\$ 435.60	48"x10"	150	\$ 22.90	\$ 3,435.00	20	\$ 28.85	\$ 577.04
4.7.10.	48"x13"	35	\$ 19.10	\$ 668.50	5	\$ 28.32	\$ 141.60	48"x13"	35	\$ 26.37	\$ 922.95	5	\$ 34.13	\$ 170.65
4.7.11.	54"x10"	12	\$ 16.54	\$ 198.48	10	\$ 24.53	\$ 245.30	54"x10"	12	\$ 24.32	\$ 291.84	10	\$ 31.01	\$ 310.10
4.7.12.	54"x13"	3	\$ 21.52	\$ 64.56	3	\$ 31.92	\$ 95.76	54"x13"	3	\$ 28.18	\$ 84.54	3	\$ 26.82	\$ 80.46
4.7.13.	60"x10"	12	\$ 18.39	\$ 220.68	10	\$ 27.27	\$ 272.70	60"x10"	12	\$ 25.80	\$ 309.60	10	\$ 33.23	\$ 332.30
4.7.14.	60"x13"	3	\$ 23.90	\$ 71.70	3	\$ 35.45	\$ 106.35	60"x13"	3	\$ 29.98	\$ 89.94	3	\$ 39.52	\$ 118.56
4.7.15.	18"x4"	12	\$ 3.70	\$ 44.40	N/A			18"x4"	12	\$ 13.45	\$ 161.40	N/A		
4.7.16.	Total Single Sided		\$ 9,215.87		Total Doble Sided		\$2,503.68	Total Single Sided		\$ 15,788.02		Total Doble Sided		\$ 3,398.17
4.7.17.	GRAND TOTAL (SINGLE & DOUBLE SIDED)				\$ 11,719.55			GRAND TOTAL (SINGLE & DOUBLE SIDED)				\$ 19,186.19		
4.8.	% Increase for unse of Aluminum vs. Fiberglass in any signs 13" in Hieght (See Section 2.2.1.)				Quote is for .080 Aluminum			% Increase for unse of Aluminum vs. Fiberglass in any signs 13" in Hieght (See Section 2.2.1.)				Quote for Aluminum		
4.9.	Warranty period against fading, chipping or peeling				7 Year			Warranty period against fading, chipping or peeling				No response		
4.10.	Maximum % increase							Maximum % increase						
	Year 2				3%			Year 2				3%		
	Year 3				3%			Year 3				5%		
4.11.	ARO				30-45 Days			ARO				4 Weeks		
4.12.	CO-OP				Yes			CO-OP				Yes		

No Bid

Identocard Systems

G M Supply

Newman Signs Inc

Mid- America Sign Works, Inc.

DSM Law Enforcement Products

4.7.	Pricing		Kelpe's Signs & Banners				
	Size	Est Qty	SS Unit Price	Extended Price	Est Qty	DS Unit Price	Extended Price
4.7.1.	24"x10"	80	\$ 20.40	\$ 1,632.00	10	\$ 23.40	\$ 234.00
4.7.2.	24"x13"	20	\$ 24.65	\$ 493.00	3	\$ 28.65	\$ 85.95
4.7.3.	30"x10"	140	\$ 25.20	\$ 3,528.00	15	\$ 29.00	\$ 435.00
4.7.4.	30"x13"	35	\$ 33.60	\$ 1,176.00	5	\$ 38.25	\$ 191.25
4.7.5.	36"x10"	90	\$ 30.00	\$ 2,700.00	15	\$ 34.15	\$ 512.25
4.7.6.	36"x13"	20	\$ 39.00	\$ 780.00	5	\$ 44.40	\$ 222.00
4.7.7.	42"x10"	115	\$ 35.00	\$ 4,025.00	15	\$ 40.00	\$ 600.00
4.7.8.	42"x13"	30	\$ 40.25	\$ 1,207.50	5	\$ 46.55	\$ 232.75
4.7.9.	48"x10"	150	\$ 38.00	\$ 5,700.00	20	\$ 43.45	\$ 869.00
4.7.10.	48"x13"	35	\$ 50.00	\$ 1,750.00	5	\$ 57.10	\$ 285.50
4.7.11.	54"x10"	12	\$ 61.00	\$ 732.00	10	\$ 67.25	\$ 672.50
4.7.12.	54"x13"	3	\$ 75.00	\$ 225.00	3	\$ 83.10	\$ 249.30
4.7.13.	60"x10"	12	\$ 64.50	\$ 774.00	10	\$ 71.40	\$ 714.00
4.7.14.	60"x13"	3	\$ 83.00	\$ 249.00	3	\$ 91.10	\$ 273.30
4.7.15.	18"x4"	12	\$ 15.00	\$ 180.00	N/A		
4.7.16.	Total Single Sided			\$ 25,151.50	Total Doble Sided		\$5,576.80
4.7.17.	GRAND TOTAL (SINGLE & DOUBLE SIDED)				\$ 30,728.30		
4.8.	% Increase for unse of Aluminum vs. Fiberglass in any signs 13" in Hieght (See Section 2.2.1.)				0		
4.9.	Warranty period against fading, chipping or peeling				7 Years		
4.10.	Maximum % increase						
			Year 2		5%		
			Year 3		5%		
4.11.	ARO				10 Days		
4.12.	CO-OP				Yes		

**PURCHASE AGREEMENT
FOR
STREET NAME SIGNS TERM AND SUPPLY**

THIS AGREEMENT dated the 10 day of APRIL 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Kelpé's Signs and Banners, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement For Street Name Signs Term and Supply, County of Boone Request for Bid for Street Name Signs Term and Supply, bid number 20-18MAR03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form as well as the Contractor's bid response dated March 18, 2003 executed by Melissa K. Kelpé on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the County of Boone Request for Bid for Street Name Signs Term and Supply, bid number 20-18MAR03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the un-executed Response Form shall prevail and control over the Contractor's bid response.

2. **Purchases/Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Street Name Signs as identified and responded to in the Contractor's Response Form. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. This agreement shall commence on the date written above through April 1, 2004 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Delivery** - Contractor agrees to deliver signs per the bid specifications within ten (10) days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any

cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

KELPE'S SIGNS AND BANNERS

BOONE COUNTY, MISSOURI

by Melvin K Kpe
title OWNER

by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u>no encumbrances required</u>	<u>4/2/03</u>	2040-26600
Signature <u>byse</u>	Date	Appropriation Account

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

January 28, 2004

Melissa K. Kelpé
Kelpé Signs & Banners
361 East Cedar Court
Columbia, MO 65201

 **COPY**

RE: 20-18MAR03 – Street Name Signs Term & Supply

Dear Ms. Kelpé:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated January 12, 2004, you agree to renew the contract under the same terms and conditions as the original contract with a 5% increase over the current contract, which you indicated in your returned letter of intent. This contract renewal date will cover through April 1, 2005. Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File
Auditor

182-2003

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 03

In the County Commission of said county, on the

10th day of

April

20 03

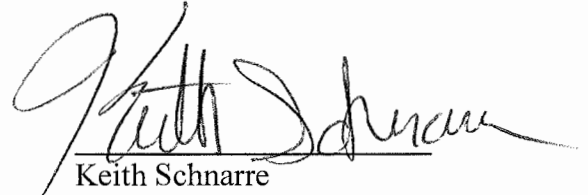
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 10-11MAR03 for Digital Copiers as follows per the recommendation of the Purchasing Department:

- Copier #1 for the Circuit Clerk's Office to Data Comm
- Copier #2 for the Prosecuting Attorney's Office to Da-Comm

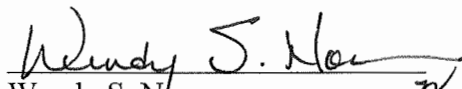
The County Commission of the County of Boone does hereby authorize the disposal through trade-in of a Cannon NP4050 copier (Fixed Asset Tag # 11030). It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts and disposal request form.

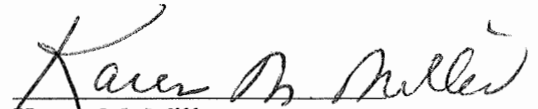
Done this 10th day of April, 2003.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner
Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway
RE: 10-11MAR03 – Digital Copiers
DATE: April 7, 2003

The Prosecuting Attorney's office, Circuit Clerk's office and I have reviewed the responses for the above referenced bid. In the evaluating, we looked at the total life cycle cost of this purchase. We took into account the total purchase price of the machine including the potential seven year maintenance agreement and make the following recommendations.

For the Prosecuting Attorney's office, we recommend awarding Da-Comm of Mid-Missouri for having the lowest and best bid for Copier #2 specified in the bid specifications. Da-Comm bid a Kyrocera KM-4030 with the following alternates: Large Capacity tray, Puncher Unit, Finisher and Networking Connections for a purchase amount of \$8,710.00 and a total life cycle cost of \$12,004.00. The amount budgeted for this purchase was \$8,931.00.

For the Circuit Clerk's office, we recommend awarding the copier that meets Copier #1 specifications. We recommend rejecting the bid from KOPI as their networking capabilities do not meet the minimum specifications. We also have received unfavorable references from departments that have the Gestetner model copier. We further recommend awarding to the next low bidder, Data Comm for a Canon IR5000. Cost including the base copier, large capacity tray and finisher and trade-in of old unit is \$10,499. The life cycle cost is \$17,979. The amount budgeted for this purchase was \$10,000. Savings have been identified to cover the overage. Because there is a trade-in we are requesting approval to dispose of a Canon NP4050 fixed asset tag #11030. The disposal form is attached.

Per the bid specifications, both vendors have agreed to hold prices through March 31, 2004 if additional purchases are identified before then. For your reference, the bid tabulations for both copiers are attached.

Bid Tabulation 0-11MAR03 - Digital Copiers

Sec.	Description	GFI Digital	KOPI	Da-Comm Corp	Advanced Image Systems	Data Comm, Inc.	Hirlingers
4.7.	COPIER #1	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
4.7.1.	Base copier per specs in Section 2.2.	\$ 6,892.64	\$ 7,558.95	\$ 6,413.25	\$ 7,043.00	\$ 8,399.00	\$ 6,497.50
	Make and Model	Sharp AR-450 Gestetner 4502		Kyocera KM-4530	Savin 2545	Cannon IR 5000	Savin 2545
4.8.	Add Alts for copier #1						
4.8.1	Fully networked copier with scanning capabilities	\$ 1,527.21	\$ 1,426.25	\$ 1,733.15	\$ 2,450.00	\$ 1,985.00	\$ 1,889.00
4.8.2.	Large Capacity Paper Deck	Incl.	\$ 670.00	Incl.	\$ 899.00	\$ 1,400.00	\$ 800.00
	Paper Capacity	2000	1500	2500	1500	3500	1500
4.8.3	Upgrade Document Feeder	Incl.	No Charge	100 sht std	80 sht std	100 sht std	Std
	Finishers:						
4.8.4.	Finisher with stapler	\$ 719.02	\$ 850.90	\$ 1,017.45	\$ 867.00	\$ 1,700.00	\$ 911.50
4.8.5.	Finisher with stapler (multiple positions)	\$ 719.02	\$ 1,821.60	\$ 1,611.60	\$ 1,025.00	std in 4.8.4.	\$ 1,560.43
4.8.6.	Finisher with stapler and saddle stitcher	\$ 1,482.79	N/A	\$ 2,396.60	Not Available	\$ 2,980.00	Not Available
4.8.7.	Puncher Unit	\$ 333.58	\$ 441.60	\$ 306.00	\$ 436.00	\$ 400.00	\$ 425.00
4.8.8.	Fax per specs in sect 2.3.8.	\$ 630.72	\$ 667.00	N/A	\$ 667.00	Not available	\$ 547.00
	TOTAL OF ADD ALTS (sect. 4.8.1-4.8.8.)	\$ 5,412.34	\$ 5,877.35	\$ 7,064.80	\$ 6,344.00	\$ 8,465.00	\$ 6,132.93
4.9.	Maintenance Cost. Cost per copy rate incl. supplies (except for paper and	Based on 240000/yr					
4.9.1.	Contract Year 1	\$ 2,640.00	\$ 0.0045	On Addendum One	\$ 0.0065	\$ 0.0056	On Addendum One
4.9.2.	Contract Year 2	\$ 2,640.00	\$ 0.0048		\$ 0.0065	\$ 0.0056	
4.9.3.	Contract Year 3	\$ 2,640.00	\$ 0.0050		\$ 0.0065	\$ 0.0056	
4.9.4.	Contract Year 4	\$ 2,772.00	\$ 0.0054		\$ 0.0065	\$ 0.0056	
4.9.5.	Contract Year 5	\$ 2,772.00	\$ 0.0060		\$ 0.0065	\$ 0.0050	
4.9.6.	Contract Year 6	\$ 2,910.60	\$ 0.0070		\$ 0.0075	\$ 0.0050	
4.9.7.	Contract Year 7	\$ 2,910.60	\$ 0.0079		\$ 0.0075	\$ 0.0050	
4.10.	Warranty	1st 90 days full	maint contract	90 day	90 day from insta	90 days from insta	90 days parts/labor
4.11	Annual Copy Rating:	480,000	1,200,000	2,100,000	960,000	2,400,000	960,000
4.12	Warm Up Time:	Less than 80 se	20 seconds	w/in 120 seconds	15/20 seconds	less than 5 minute	15 seconds

Base Bid + Finisher #2 + LCT + Network	\$ 7,611.66	\$ 10,050.55	\$ 8,024.85	\$ 8,967.00	\$ 11,499.00	\$ 8,857.93	
Paper Capacity	3500	3500	3700	3500	7600	3500	
	3 drws 500 each/ 1 drw 2000	4 drws 500 each/1 drw 1500	2 drws 500 each; 1 drw 2500 shts	4 drws 500 each	2 drawers 1500 each/ 2 drws 500 each/1 drw 3500	4 drws 500 each/ 1 drw 1500	
Less Trade in	\$ 7,611.66	\$ 9,850.55	\$ 8,024.85	\$ 8,957.00	\$ 10,499.00	\$ 8,857.93	
Plus 7 year maintenance contract based on 200,000/yr	\$ 15,120.00	\$ 8,120.00	\$ 10,966.00	\$ 9,500.00	\$ 7,480.00	\$ 9,800.00	
Total copier and Maintenance	\$ 22,731.66	\$ 17,970.55	\$ 18,990.85	\$ 18,457.00	\$ 17,979.00	\$ 18,657.93	

Bid Tabulation 10-11MAR03 - Digital Copiers

Sec.	Description	GFI Digital	KOPI	Da-Comm Corp	Advanced Image Systems	Data Comm, Inc.	Hirlingers
4.13.	COPIER #2						
4.13.1.	Base copier per specs in Section 2.4.	\$ 5,999.84	\$ 6,122.60	\$ 5,514.15	\$ 5,895.00	\$ 5,767.00	\$ 5,253.00
	Make and Model	Sharp AR-350	Gestetner 3502	Kyocera KM-3530 option for a KM4030	Savin 2535	Cannon IR3300	Savin 2535
4.14.	Add Alts for copier #2						
4.14.1.	Fully networked copier with scanning capabilities	\$ 1,527.21	\$ 1,426.25	\$ 1,473.75	\$ 2,450.00	\$ 1,533.00	\$ 1,889.00
4.14.2	Large Capacity Paper Deck	Incl.	\$ 670.00	Incl.	\$ 899.00	\$ 1,300.00	\$ 800.00
	Paper Capacity	2000	1500	3000	1500	2500	1500
4.14.3	Upgrade Document Feeder	Incl.	No Charge	100 sht stnd	80 sht stnd	Std.	Std.
	Finishers:						
4.14.4	Finisher with stapler	\$ 719.02	\$ 850.90	\$ 558.45	\$ 867.00	\$ 735.00	\$ 911.50
4.14.5	Finisher with stapler (multiple positions)	\$ 719.02	\$ 1,821.60	\$ 1,334.50	\$ 1,025.00	N/A	\$ 1,560.43
4.14.6.	Finisher with stapler and saddle stitcher	\$ 1,482.79	N/A	\$ 1,453.50	Not available	\$ 2,040.00	Not Available
4.14.7	Puncher Unit	\$ 333.58	\$ 441.60	\$ 387.60	\$ 436.00	\$ 400.00	\$ 425.00
4.14.8.	Fax per specs	\$ 630.72	\$ 667.00	\$ 726.75	\$ 667.00	\$ 595.00	\$ 547.00
	TOTAL OF ADD ALTS (sect. 414.1-4.14.8.)	\$ 5,412.34	\$ 5,877.35	\$ 5,934.55	\$ 6,344.00	\$ 6,603.00	\$ 6,132.93
	Maintenance Cost. Cost per copy rate incl. supplies (except for paper and staples)	Based on 60,000/yr					
4.15.1.	Contract Year 1	\$ 810.00	\$ 0.0045	See Addendum One	\$ 0.0065	\$ 0.0058	See Addendum One
4.15.2.	Contract Year 2	\$ 810.00	\$ 0.0048		\$ 0.0065	\$ 0.0058	
4.15.3.	Contract Year 3	\$ 810.00	\$ 0.0050		\$ 0.0065	\$ 0.0058	
4.15.4.	Contract Year 4	\$ 892.00	\$ 0.0054		\$ 0.0065	\$ 0.0058	
4.15.5.	Contract Year 5	\$ 892.00	\$ 0.0060		\$ 0.0065	\$ 0.0052	
4.15.6.	Contract Year 6	\$ 892.00	\$ 0.0070		\$ 0.0075	\$ 0.0052	
4.15.7.	Contract Year 7	\$ 981.00	\$ 0.0079		\$ 0.0075	\$ 0.0052	
4.16.	Warranty	No Response	yrs w/ maint contra	90 days	90 day from install	90 days	90 days parts/labor

Sec.	Description	GFI Digital	KOPI	Da-Comm Corp	Advanced Image Systems	Data Comm, Inc.	Hirlingers
4.17.	Annual Copy Rating:	360,000	960,000	1,440,000	960,000	1,440,000	960,000
4.18.	Warm Up Time:	less than 80 seconds	15 seconds	Less than 60 seconds	15/20 seconds	Less than 30 seconds	15 seconds
E v a l u a t i o n	Base Bid + Finisher #3 + LCT + Puncher+ Networked	\$ 9,343.42	\$ 10,482.05	\$ 8,829.00	\$ 10,705.00	\$ 11,040.00	\$ 9,927.43
	Paper Capacity	3100	5050	4200	3500	4500	5050
	Plus 7 year maintenance contract based on 60,000/yr	\$ 6,087.00	\$ 2,436.00	\$ 3,294.00	\$ 2,850.00	\$ 2,328.00	\$ 2,940.00
	Total copier and Maintenance	\$ 15,430.42	\$ 12,918.05	\$ 12,123.00	\$ 13,555.00	\$ 13,368.00	\$ 12,867.43
	Trade in						
4.19.1.	Canon NP6030: County Commission Office	Calculated in Purchase Price of Both Sharp Units	\$ 200.00	\$ -	\$ 10.00	\$ 300.00	\$ -
4.19.2.	Canon NP4050: County Clerks Office		\$ 200.00	\$ -	\$ 10.00	\$ 1,000.00	\$ -
4.19.3.	Canon NP4050: Circuit Clerks Office		\$ 200.00	\$ -	\$ 10.00	\$ 1,000.00	\$ -
	TOTAL OF ALL TRADE-INS		\$ 600.00	\$ -	\$ 30.00	\$ 2,300.00	\$ -
4.20.	Company hold contracted prices firm through March 31, 2004	Yes	Yes	Yes	Yes	Yes	Yes
4.23.	Co-op	Yes	Yes	Yes	Yes	Yes	Yes
4.24.	ARO	7 days	5-15 days	7-10 days	10 days	8-10 days	20 days
	Addendum One Acknowledgment						
	Add Alt. for Copier One (4.8.2.2.)	Incl.	\$ 670.00	Not Avail.	\$ 899.00	\$ 1,400.00	\$ 800.00
	Add Alt. for Copier Two (4.14.2.2.)	Incl.	\$ 370.00	No Response	\$ 899.00	\$ 1,300.00	\$ 800.00

APR 07 2003

BOONE COUNTY
REQUEST FOR DISPOSAL OF COUNTY PROPERTY
(See Reverse Side for Instructions)

DATE 4/7/03 FIXED ASSET TAG NUMBER 11030

DISCRIPTION Canon 4050 copier

REQUESTED MEANS OF DISPOSAL:

TRANSFER TRADE-IN SELL JUNK
 OTHER EXPLAIN TRADING THE MACHINE IN ON A NEW MACHINE.

CONDITION OF ASSET GOOD- BUT BEGINNING TO NEW A LOT OF REPAIRS

REASON FOR DISPOSITION PURCHASING A NEW MACHINE

DEPARTMENT Boone County Circuit Clerks Office SIGNATURE Cheryl Whitmarsh

COUNTY COMMISSION /COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS
 OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 183-2003

DATE APPROVED 10 APRIL 2003

[Handwritten Signature] Schmauer

Purchased 4/7/03
\$7,290
2731- General Fund

4/4/03

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purch

DATE

278

Data Comm

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

183-2003

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

#10-11MAR03

(Enter Applicable Bid / Sole Source / Emergency Number)

APR 07 2003

Ship To Department # 1221

Bill To Department # 1221

Department	Account	Item Description	Qty	Unit Price	Amount
2 2 1	9 2 0 0 0	Copier - Canon IR5000	1	8399	8399.00
		Large Capacity Tray	1	1400	1400.00
		Finisher	1	1700	1700.00
		less trade-in	1	-1000	-1000
		Total			10499.00
CLERK'S OFFICE					
*DO NOT UNSTAPLE THESE PAGES					
*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.					

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval

Logged

**PURCHASE AGREEMENT FOR
PHOTOCOPIER AND MAINTENANCE**

THIS AGREEMENT dated the 10 day of APRIL 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Data Comm, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Digital Copiers, bid number 10-11MAR03 including Introduction and General Conditions of Bidding, Primary Specifications and Special Conditions, Response Presentation and Review, the unexecuted Response Form, and Addendum #1, as well as the Contractor's bid response dated March 10, 2003, executed by Robert J. Donnelly, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications and Special Conditions, Response Presentation and Review, and the unexecuted Response Form shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the following equipment and maintenance:

Circuit Clerk's Office— 705 E. Walnut, 1st Floor, Columbia, MO, one (1) Canon Digital IR5000 copier (\$8,399) with the following Add Alternates: Paper Deck (\$1400) and a Finisher (\$1,700) for an equipment cost of \$11,499 less \$1,000.00 trade-in for one (1) Canon NP4050 for a total contract cost of \$10,499.00.

Maintenance shall be provided for the copier for 200,000 copies per year. The first ninety days is included in the warranty and then prorated to be billed on a semi-annual basis beginning July 15. Yearly annual maintenance to be \$1,160 for years one (1) through four (4), then \$1,040.00 for years five (5) through seven (7). Maintenance shall be billed semi-annually with the calendar year and any overage shall be billed in July at a cost of \$.0056 per copy. Equipment and service shall be provided as required in the bid specifications for the prices quoted. Supplies shall be included in the maintenance agreement per the bid specifications.
3. **Delivery** - Contractor agrees to deliver and install the machine within ten (10) days from the date of order. Contractor agrees to deliver each copier to the location of the department placing the order. Installation will include assembly; delivery and packaging clean up at each site.
4. **Billing and Payment** - All billing shall be invoiced to the County Department placing the order and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to

the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

DATA COMM, INC.

by John J. Donnelly
title SALES MANAGER

BOONE COUNTY, MISSOURI

by: Boone County Commission
Keith Scharre
Keith Scharre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Nofen
Wendy S. Nofen, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

<u>June Pitchford by JS</u>	<u>4/7/2003</u>	1221-92000 - \$10,499
Signature	Date	Appropriation Account

4/4/03

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purch

DATE

5071

Da-Comm of Mid-Missouri

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

183-2003

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain):
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

#10-11MAR03

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 1261

Bill To Department # 1261

Department	Account	Item Description	Qty	Unit Price	Amount
2 6 1	9 2 0 0 0	Copier - Kyrocera KM4030	1	5514.15	5514.15
		Large Capacity Tray	1		Inc
		Finisher	1	1,334.50	1,334.50
		Puncher Unit	1	387.60	387.60
		Network Connections	1	1473.75	1473.75
		Total			8,710.00
CLERK'S OFFICE					
*DO NOT UNSTAPLE THESE PAGES					
*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.					

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Bonnie Adams

Requesting Official

Auditor Approval

**PURCHASE AGREEMENT FOR
PHOTOCOPIER AND MAINTENANCE**

THIS AGREEMENT dated the 10 day of APRIL 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Da-Comm of Mid-Missouri**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Digital Copiers, bid number 10-11MAR03 including Introduction and General Conditions of Bidding, Primary Specifications and Special Conditions, Response Presentation and Review, the unexecuted Response Form, and Addendum #1, as well as the Contractor's bid response dated March 7, 2003, executed by Brian Barber, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications and Special Conditions, Response Presentation and Review, and the unexecuted Response Form shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the following equipment and maintenance:

Prosecuting Attorney's Office— 705 E. Walnut, 2nd Floor, Columbia, MO, one (1) Kyocera KM-4030 copier (\$5,514.15) with the following Add Alternates: Paper Deck; Finisher (\$1,334.50); Puncher Unit (\$387.60) and Network and Scanning capabilities (\$1,473.75) for an equipment and contract cost of \$8,710.00.

Maintenance shall be provided for the copier for 60,000 copies per year. The first ninety days is included in the warranty and then prorated to be billed on a semi-annual basis beginning July 15. Yearly annual maintenance to be \$450 for the first year and will adjust yearly according to the bidders response.

Maintenance shall be billed semi-annually with the calendar year and any overage shall be billed in July at a cost of \$.0075 per copy. Equipment and service shall be provided as required in the bid specifications for the prices quoted. Supplies shall be included in the maintenance agreement per the bid specifications.

3. **Delivery** - Contractor agrees to deliver and install the machine within ten (10) days from the date of order. Contractor agrees to deliver each copier to the location of the department placing the order. Installation will include assembly; delivery and packaging clean up at each site.
4. **Billing and Payment** - All billing shall be invoiced to the County Department placing the order and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to

as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

DA-COMM OF MID-MISSOURI

by Brian Barber Brian Barber
title Sales manager

BOONE COUNTY, MISSOURI

by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

June E. Pitchford 4/7/03 1261-92000 - \$8,710
Signature [Signature] Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 03

In the County Commission of said county, on the 10th day of April 20 03

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

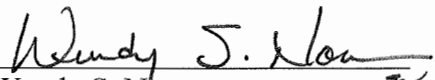
Now on this day, the County Commission of the County of Boone does hereby authorize the disposal of the following vehicles through Kirksville Auto Auction coordinated with Cornell Motors:

- 1996 Jeep VIN 1J4FJ2863TL218892
Fixed Asset Tag 10502
Requesting department 1251- Sheriff's Department
Replaced by a 2003 Ford Explorer, award date 12/31/2002
- 1999 Ford Crown Victoria VIN 2FAFP71W2XX237494
Fixed Asset Tag 11980
Requesting department 1255 - Correction's Department
Replaced by a 2003 Ford Crown Victoria, award date 02/13/2003

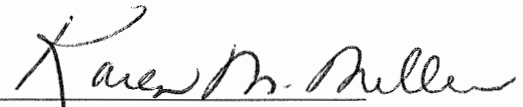
It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms and titles.

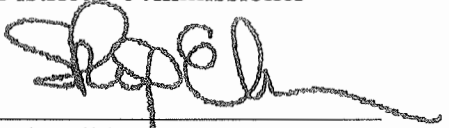
Done this 10th day of April, 2003.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: Disposal of Vehicles
DATE: March 31, 2003

We are requesting the disposal of the following vehicles as they have been replaced.

Fixed asset tag 10502
1996 Jeep VIN 1J4FJ2863TL218892
Requesting department 1251 – Sheriff's Department
Replaced by a 2003 Ford Explorer, award date 12/31/02

Fixed asset tag 11980
1999 Ford Crown Victoria VIN 2FAFP71W2XX237494
Requesting department 1255 – Correction's Department
Replaced by a 2003 Ford Crown Victoria, award date 2/13/03

Disposal will be through Kirksville Auto Auction coordinated with Cornell Motors. The disposal forms and Certificates of Title are attached for both vehicles for signature.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3-24-03

FIXED ASSET TAG NUMBER: 11980

DESCRIPTION: 1999 Ford Cm Vic

REQUESTED MEANS OF DISPOSAL: TRANSFER

OTHER INFORMATION: 2FAFP71WZXX237494

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION:

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

DEPARTMENT ad - BCSD SIGNATURE ad

AUDITOR

ORIGINAL PURCHASE DATE .8/26/99
ORIGINAL COST \$19,534
ORIGINAL FUNDING SOURCE 2731 - Gen Fund TRANSFER CONFIRMED 1605

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 184-2003

DATE APPROVED 10 APRIL 2003

SIGNATURE Phillip Schuman

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3-24-03

FIXED ASSET TAG NUMBER: 10502

DESCRIPTION: 1996 Jeep

MAR 26 2003

REQUESTED MEANS OF DISPOSAL: TRANSFER

OTHER INFORMATION: 1J4FJ28S3TL218892

CONDITION OF ASSET: ~~Good~~ Fair

REASON FOR DISPOSITION: Replaced

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

DEPARTMENT: BCSD

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 3/21/96
ORIGINAL COST 18,930 1605
ORIGINAL FUNDING SOURCE 2731 - General Fund TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 184-2003

DATE APPROVED 10 APRIL 2003

SIGNATURE 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the February Adjourned

Term. 20 03

In the County Commission of said county, on the

10th day of April 20 03

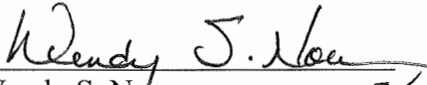
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby adopt the following long distance access programming policy:

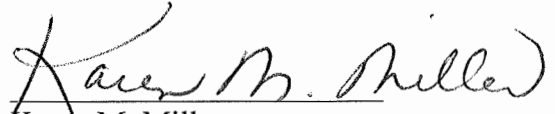
“The Boone County Administrative Authorities shall have the determination of which employees will have long distance access in their department. Administrative Authorities shall also have determination of which phone lines would require an access code for an employee to complete a long distance call. All public lines shall require entry of an access code in order to complete a long distance call.”

Done this 10th day of April, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

185-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: Long Distance Access Programming
DATE: April 4, 2003

It has been requested to bring forth the policy for the record:

"The Boone County Administrative Authorities shall have the determination of which employees will have long distance access in their department. Administrative Authorities shall also have determination of which phone lines would require an access code for an employee to complete a long distance call. All public lines shall require entry of an access code in order to complete a long distance call."

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 03

In the County Commission of said county, on the

10th day of April 20 03

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

Now on this day, the County Commission of the County of Boone does hereby approve the agreement with KPMG LLP. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 10th day of April, 2003.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

AGREEMENT

186-2003

This Agreement (the "Agreement") between **BOONE COUNTY, MISSOURI** ("Covered Entity") and **KPMG LLP** ("KPMG") is dated and effective as of March 28, 2003.

WHEREAS, COVERED ENTITY is disclosing or making available certain data, which may include Protected Health Information as that term is defined in 45 C.F.R. §164.501 ("PHI"), to KPMG in connection with KPMG's performance of professional assurances services for COVERED ENTITY pursuant to an engagement letter dated February 14, 2003 (the "Services");

WHEREAS, COVERED ENTITY is or may be subject to the requirements of 42 U.S.C. §§1171 *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder (65 Fed. Reg. 82462, *et seq.*, December 20, 2000, as modified by 67 Fed. Reg. 53183, August 14, 2002 (the "Privacy Regulations")).

NOW, THEREFORE, the parties agree as follows:

1. KPMG may use and disclose PHI only as required to perform Services, as permitted herein, or as required by law. KPMG shall not use or disclose PHI received from COVERED ENTITY in any manner that would constitute a violation of the Privacy Regulations if done by COVERED ENTITY.
2. KPMG agrees to take reasonable precautions to protect the PHI from loss, misuse and unauthorized access, disclosure, alteration and destruction.
3. KPMG shall, as soon as practicable after becoming aware of any use or disclosure of PHI in violation of this Agreement, report any such use or disclosure to COVERED ENTITY.
4. KPMG shall obtain and maintain an agreement with each agent or subcontractor that has or will have access to the PHI, which is received from, or created or received by KPMG in the course of performing services for COVERED ENTITY, pursuant to which agreement such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to KPMG pursuant to this Agreement with respect to such PHI.
5. Within a reasonable time after a request by COVERED ENTITY for access to PHI about an individual contained in a Designated Record Set, KPMG shall make available to COVERED ENTITY such PHI. ("**Designated Record Set**" shall mean a group of records maintained by or for COVERED ENTITY that is (i) the medical records and billing records about COVERED ENTITY patients maintained by or for COVERED ENTITY, or (ii) used, in whole or in part, by or for COVERED ENTITY to make decisions about its patients. As used herein the term "**Record**" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for COVERED ENTITY.)

6. In the event that any individual requests access to PHI contained in a Designated Record Set directly from KPMG, KPMG shall as soon as practicable forward such request to COVERED ENTITY. Any denials of access to the PHI requested shall be the responsibility of COVERED ENTITY.

7. Within a reasonable time after receipt of a request from COVERED ENTITY for the amendment of an individual's PHI contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), KPMG shall provide such information to COVERED ENTITY for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

8. Within a reasonable time after notice by COVERED ENTITY to KPMG that COVERED ENTITY has received a request for an accounting of disclosures of PHI, other than related to the treatment of the patient, the processing of payments related to such treatment, or the operation of a covered entity or its business associate and not relating to disclosures made earlier than six (6) years prior to the date on which the accounting was requested, KPMG shall make available to COVERED ENTITY such information as is in KPMG's possession and is required for COVERED ENTITY to make the accounting required by 45 C.F.R. §164.528. In the event the request for an accounting is delivered directly to KPMG, KPMG shall, as soon as practicable, forward such request to COVERED ENTITY.

9. At COVERED ENTITY's request, KPMG shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by KPMG on behalf of, COVERED ENTITY available to the Secretary of the Department of Health and Human Services for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

10. Unless otherwise limited herein, KPMG may:

a. use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of KPMG.

b. disclose PHI for the proper management and administration of KPMG, provided that disclosures are required by law or self-regulatory bodies of the accounting profession, or KPMG obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies KPMG of any instances of which it is aware in which the confidentiality of the information has been breached.

c. use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

d. aggregate the PHI in its possession with the PHI of other COVERED ENTITIES that KPMG has in its possession through its capacity as service

provider to other COVERED ENTITIES, provided that the purpose of such aggregation is to provide COVERED ENTITY with data analysis relating to the Health Care Operations (as defined at 45 C.F.R. §164.501) of COVERED ENTITY.

e. de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b).

11. a. In the event that COVERED ENTITY determines that KPMG has materially breached the terms of this Agreement, COVERED ENTITY shall provide notice to KPMG of such material breach, and shall provide KPMG with a reasonable time to cure such breach, which shall not be less than thirty (30) days. In the event that the breach is not cured within the specified period, COVERED ENTITY may terminate this Agreement.

b. Anything herein to the contrary notwithstanding this Agreement shall terminate when KPMG has completed performance of the Services, subject, however, to Section 12.

12. Upon termination of this Agreement, KPMG shall either return or destroy all PHI received from COVERED ENTITY or created or received by KPMG on behalf of COVERED ENTITY and which KPMG still maintains in any form. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement shall survive termination of this Agreement with regard to such PHI. Without limiting the foregoing, KPMG may retain copies of PHI in its workpapers related to the Services.

13. Compliance with the terms of this Agreement is a material term of any and all underlying agreements pursuant to which COVERED ENTITY is making available the PHI to KPMG. The parties understand and agree that termination of this Agreement pursuant to paragraph 11(a) shall constitute a default by KPMG under any and all such underlying agreements, and shall give rise to COVERED ENTITY's immediate right to terminate such underlying agreements, subject, however, to the cure provisions of paragraph 11(a) above.

14. This Agreement is governed by, and shall be construed in accordance with applicable federal law and the internal laws of the State of New York without regard to choice of law principles.

15. Notwithstanding any other provision in this Agreement, this Agreement shall not be deemed to be an agreement by KPMG to disclose information that is privileged, protected or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

Covered Entity

KPMG LLP

By: Keith Schwabe
Name: Keith Schwabe
Title: President

By: Jacqueline S. Dippel
Name: Jacqueline S. Dippel
Title: Partner

