

29-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 28th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-130918TV to purchase two (2) Silverado Double Cab 1/2 Ton 4x4 Pickup Trucks from Putnam Chevrolet of California, MO and dispose of one (1) 2002 GMC 4WD Pickup Truck.

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

Done this 28th day of January, 2014.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 21, 2014
RE: Cooperative Contract: 3-130918TV – (2) Silverado Pickup Trucks for Facilities Maintenance

Purchasing and Facilities Maintenance request permission to utilize the Missouri Department of Transportation cooperative contract *3-130918TV – Light Duty Vehicles* with Putnam Chevrolet of California, Missouri to purchase (2) Silverado Double Cab ½ Ton 4X4 Pickup Trucks.

Total cost of contract for two trucks is \$51,776.00 (\$25,888 each) and will be paid from department 6100 – Facilities and Grounds Maintenance, account 92400 – Replacement Auto / Trucks and 91400 -Auto/Trucks. \$57,000 was budgeted (\$28,500 each) for this purchase.

The Purchasing Department requests permission to dispose of the following surplus:
2002 GMC 4WD Pickup Truck, fixed asset tag 13500.

Attached is the Disposal Form for signature.

cc: Bob Davidson, Facilities
Contract File

**PURCHASE AGREEMENT
FOR
(2) 2014 Silverado Double Cab ½ Ton 4WD Pickup Trucks
for Boone County Facilities Maintenance**

THIS AGREEMENT dated the 28th day of January 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Putnam Chevrolet, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for two (2) 2014 Silverado Double Cab 4 Wheel Drive ½ Ton Pickup Trucks in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-130918TV** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **3-130918TV** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

	<u>Qty.</u>	<u>Unit Price</u>	<u>Ext. Price</u>
2014 Silverado Double Cab ½ Ton 4WD:MODOT #5	2	\$23,247.00	\$46,494.00
5.3L V8 Gasoline Engine	2	\$968.00	\$1,936.00
Towing Package	2	\$332.00	\$664.00
Aluminum Running Boards	2	\$478.00	\$956.00
Locking Rear Differential	2	\$349.00	\$698.00
Blue Tooth Capacity	2	\$265.00	\$530.00
All-Weather Floor Mats	2	\$160.00	\$320.00
6-Speed Automatic Transmission with 3.42 Axle	2	\$0.00	\$0.00
Air Conditioning	2	\$0.00	\$0.00
LH & RH Manual Mirrors	2	\$0.00	\$0.00
Spare Tire and Wheel, All-Season Tires	2	\$0.00	\$0.00
Rubber Flooring	2	\$0.00	\$0.00
7,100 lbs GVWR	2	\$0.00	\$0.00
6 ½' Pickup Bed	2	\$0.00	\$0.00
Brakes, 4-Wheel ABS	2	\$0.00	\$0.00
Speed Control and Tilt	2	\$0.00	\$0.00
Vinyl Seats	2	\$0.00	\$0.00
3 Sets of Keys	2	\$0.00	\$0.00
Exterior Color: Summit White; Interior Color: Gray or Standard, vinyl seats			
Delivery to Boone County	2	\$89.00	\$178.00
Grand Total of Contract:		\$25,888.00	\$51,776.00

29-2014

3. **Delivery** - Vendor agrees to deliver vehicle(s) as set forth in the bid documents and within 90 days after receipt of order. Delivery shall be to Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201

4. **Title** - Title in the name of: Boone County Facilities Maintenance. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, 613 E. Ash, Columbia, MO 65201 and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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. **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.

PUTNAM CHEVROLET, INC.

by [Signature]
title Commercial Sales Manager

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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

[Signature]
Signature by [Initials]

1/28/14
Date

6100/92400/\$25,888; 6100/91400/\$25,888

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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



500 W. Buchanan
 California, MO 65018
 Ph. 573-796-2131
 Fax 573-796-4206



December 21, 2013

Boone County Public Works
 5551 Tom Bass Road
 Columbia, MO 65201

RE: **MoDOT Contract #3-130918TV Light Duty Vehicles**

Putnam Chevrolet would like to price to Boone County Public Works a 2014 1/2 ton 4WD Double Cab Silverado with the following specifications and price:

MoDOT Item #5	\$23,247
Summit White Double Cab	
5.3L V8 Gasoline Engine	\$968
6-Speed Automatic Transmission with 3.42 Axle	
Air Conditioning	
LH & RH Manual Mirrors	
Spare Tire and Wheel, All-Season Tires	
Rubber Flooring	
7,100 lbs GVWR	
6 1/2' Pickup Bed	
Brakes, 4-Wheel ABS	
Speed Control and Tilt	
Vinyl Seats	
3 Sets of Keys	
Towing Package	\$332
Aluminum Running Boards	\$478
Locking Rear Differential	\$349
Blue Tooth Capacity	\$265
All-Weather Floor Mats	\$160
Delivery to Your Facility (89 miles round trip)	\$89

The price from Putnam Chevrolet is **\$25,888** and is subject to availability at the time of the award.

Please contact Mike Nichols at 573-796-2131 with any questions that you may have in regard to this bid.

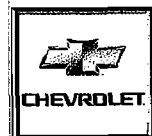
Thank you,

Mike Nichols
 Commercial and Fleet Manager



www.putnamchevrolet.com

Home of the fully backed 5 year/100,000 mile powertrain warranty on new and certified used vehicles! Plus Courtesy Transportation and Roadside Assistance.



Item #5 2014 1/2 Ton 4 X 4 Double Cab Pickup Truck MODOT Bid # 3-130918TV



Chevrolet 1500 Silverado

All Units contain the following options:

1. Standard gas 4.3L engine 6 cylinder 285 HP Gas engine
2. Transmission, 6 speed automatic with 3.42 rear axle
3. Air conditioning
4. LH & RH manual mirrors
5. Tires: Four (4) manufactures standard all season, plus full size spare and wheel (P255/70R17)
6. Rubber flooring
7. GVWR 7,100
8. 6 1/2' pickup bed
9. Brakes, 4-wheel anti-lock braking system (ABS)
10. Speed control and tilt wheels
11. Vinyl seats
12. 3 sets of keys

Each \$23,247.00

Optional Equipment Prices, Item #5

(Please place a check mark in each square for option desired)

Option 5A	Towing Package: includes engine oil cooler, Class III frame Hitch/receiver and wiring	\$332.00
	V6 Engine does not include transmission cooler	<u>\$332.00</u>
	V8 Engine doe include transmission cooler	
Option 5B	Exterior paint "Highway Yellow" Will delay delivery by approximately 60 days	\$265.00
Option 5C	Alternative larger V8 gasoline engine (5.3L 355 HP)	<u>\$968.00</u>
Option 5E	3" Stainless Steel Cab Steps \$310.00 Aluminum running boards	<u>\$478.00</u>
Option 5F	Power Window and Door Locks	STD
Option 5G	6 1/2' Bed in lieu of 8' bed	STD
Option 5H	3.08 Rear Axle Ratio (requires option 5C, larger V8)	STD
Option 5I	Locking rear differential	<u>\$349.00</u>
Option 5J	LT265/70R17C tires in lieu of ply standard P rated tires	\$349.00
Option 5K	Bluetooth Capacity	<u>\$265.00</u>

Additional Options

Option 1	Trailer Brake Controller	\$230.00
Option 2	Deep Tinted Glass	\$200.00
Option 3	Rear window defogger	\$175.00
Option 4	Upgrade to 2WT Package includes-Stainless steel clad wheels, chrome bumpers and grill, Heated outside adjustable power mirrors, CD player, Onstar for six months, XM For 3 months, Bluetooth, and remote keyless entry	\$2,445.00
Option 5	All Weather Floor Mats	<u>\$160.00</u>
Option 6	Fleet Convenience Package- outside heated adjustable mirrors and remote keyless entry	\$320.00
Option 7	Carpet Floor with floor mats	\$100.00
Option 8	Commercial Spray in Liner (black)	\$500.00
Option 9	Led Lighting Cargo Box	\$60.00
Option 10	Moveable Cargo Tie Downs	\$60.00
Option 11	Off-road suspension package	\$425.00
Option 12	Underbody Shield (transfer case protection)	\$150.00

Total \$ 23,799

Exterior Color Summit White

Delivery (89 miles round trip)

89

Interior Cloth or Vinyl (Circle one)

25,888

*****Delivery is \$1 per mile Round Trip Not to Exceed \$300*****



Missouri Department of Transportation
Bid Tabulation of Request 3-130918TV Light Duty Vehicles
Multiple Award
ALL VENDORS ALLOW COOP PURCHASES

VENDOR INFORMATION

Name: Don Brown Chevrolet
Contact name: Dave Helterbrand
Address Line: 2244 S. Kingshighway
Address Line: St. Louis, MO 63110
Telephone #: 314-772-1400
Cellular Phone #: 314-333-6167
Email address: dave@donbrownchevrolet.com

Name: Joe Machens Ford, Inc.
Contact name: Kelly Sells
Address Line: 1911 West Worley
Address Line: Columbia, MO 65203
Telephone #: 573-445-4411, ext. 119
Cellular Phone #: NA
Email address: ksells@machens.com

Name: Putnam Chevrolet
Contact name: Mike Nichols
Address Line: 500 W. Buchanan
Address Line: California, MO 65018
Telephone #: 573-796-2131
Cellular Phone #: 573-301-2854
Email address: mike.nichols1928@gmail.com

Name: Joe Machens Capital City Ford
Contact name: Mike Rogers
Address Line: 807 Southwest Blvd
Address Line: Jefferson City, MO 65109
Telephone #: 573-634-4444
Cellular Phone #: 573-694-1823
Email address: mrogers@machens.com

Name: Roberts Chevrolet
Contact name: Dean Meier
Address Line: 1600 E. Prairie View Road
Address Line: Platte City, MO 64079
Telephone #: 816-858-3200
Cellular Phone #: 816-564-9678
Email address: fleet@robertscb.com

Name: Andy Mohr Truck Center, Inc.
Contact name: David T. Maloney
Address Line: 1301 S. Holt Road
Address Line: Indianapolis, IN 46241
Telephone #: 317-222-7757
Cellular Phone #: 317-439-7507
Email address: irishlad17@email.com

Name: Broadway Ford Truck Sales
Contact name: Terry Wojtowicz
Address Line: 1506 57th Street
Address Line: St. Louis, MO 63104
Telephone #: 314-206-3330
Cellular Phone #: 314-412-9140
Email address: twojtowicz@broadwaytruck.com

VENDOR INFORMATION

Name: Shawnee Mission Ford Inc.
Contact name: Jay Cooper
Address Line: 11501 W. Shawnee Mission Parkway
Address Line: Box 3179
Address Line: Shawnee, KS 66203-0179
Telephone #: 913-248-2287
Cellular Phone #: NA
Email address: jay.cooper@shawneemissionford.com

Name: Dave Sinclair Ford Inc.
Contact name: Les Williams
Address Line: 7466 S. Lindbergh
Address Line: St. Louis, MO 63125
Telephone #: 314-892-2600
Cellular Phone #: 314-540-5266
Email address: lwilliams@davesinclair.com

Name: Gem City Ford
Contact name: Brian Frye
Address Line: 5101 Broadway
Address Line: Quincy, IL 62305-3505
Telephone #: 800-647-5475
Cellular Phone #: 217-440-3266
Email address: bfrye@gemcityford.com

Name: Blue Springs Ford
Contact name: Mike Hilker
Address Line: 3200 S. Outer Road
Address Line: Blue Springs, MO 64015
Telephone #: 816-229-4400
Cellular Phone #: 816-896-1474
Email address: mhilker@bluespringsford.com

Name: Cable Dahmer Chevrolet, Inc.
Contact name: Adam Tobias
Address Line: 1834 S. Noland Road
Address Line: Independence, MO 64055
Telephone #: 816-254-3860
Cellular Phone #: 816-588-2955
Email address: bjames@cabledahmer.com

Name: Republic Ford, Inc.
Contact name: Steve Forrester
Address Line: P.O. Box 700
Address Line: Republic, MO 65738
Telephone #: 417-732-2626
Cellular Phone #: 417-350-5083
Email address: sforrester@republicford.com

Name: Lou Fusz Chrysler/Jeep/Dodge/Ram
Contact name: Michael Benz
Address Line: 3480 Highway K
Address Line: O'Fallon, MO 63368
Telephone #: 636-442-8129
Cellular Phone #: 636-322-8059
Email address: mbenz@fusz.com



Missouri Department of Transportation
Bid Tabulation of Request 3-130918TV Light Duty Vehicles
Multiple Award
ALL VENDORS ALLOW COOP PURCHASES

Name: Lou Fusz GMC
Contact name: Brad Matheney
Address Line: 10950 Page Avenue
Address Line: St. Louis, MO 63132
Telephone #: 314-595-2950
Cellular Phone #: 314-565-0112
Email address: bradmatheney@fusz.com

Name: Lou Fusz Ford
Contact name: Andy Eldridge
Address Line: #2 Caprice Drive
Address Line: Chesterfield, MO 63005
Telephone #: 636-532-9955
Cellular Phone #: 314-662-0055
Email address: andyeldridge@fusz.com

Name: Capitol Chrysler Dodge Jeep Ram
Contact name: Jerry Dunn
Address Line: 3201 Missouri Blvd.
Address Line: Jefferson City, MO 65109
Telephone #: 573-893-5000
Cellular Phone #: 573-301-2245
Email address: jdunn@capitolcitycars.com



**Missouri Department of Transportation
Bid Tabulation of Request 3-130918TV Light Duty Vehicles**

% Discount off MSRP for all Data Book or Pricing Guide Options

Vendor	% MSRP Discount
Don Brown Chevrolet	10%
Joe Machens Ford	10%
Putnam Chevrolet	10%
Shawnee Mission Ford Inc.	10%
Dave Sinclair Ford Inc.	10%
Blue Springs Ford	10%
Roberts Chevrolet	11%
Joe Machens Capital City Ford	10%
Gem City Ford	5%
Andy Mohr Truck Center, Inc.	To Be Determined
Cable Dahmer Chevrolet, Inc.	Item 1: 9%; Items 3, 4, 6, 7, 8, 9, 10, 13: N/A
Republic Ford, Inc.	10%
Broadway Ford Truck Sales	10%
Lou Fusz Chrysler/Jeep/Dodge/Ram	N/A
Lou Fusz GMC	Items 1, 2, 3, 4, 5, 6: 12.1%; Items 7, 8: 12.2%; Items 9, 10: 12%
Lou Fusz Ford	5%
Capitol Chrysler Dodge Jeep Ram	5%

Manufacturer's Factory Warranties:

Dodge/Chrysler/Jeep: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/100,000 Mile Powertrain
 Chevrolet/GMC: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/100,000 Mile Powertrain Warranty
 Ford: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/60,000 Mile Powertrain Warranty



**Missouri Department of Transportation
3-130918TV Light Duty Vehicles**

Multiple Award

2014 Model Year

Item Description

ITEM # 1 - New standard equipped 2014 Half-Ton 4 x 2 Regular Cab Pickup Truck

ITEM # 2 - New standard equipped 2014 Half-Ton 4 x 2 Extended Cab Pickup Truck

ITEM # 3 - New standard equipped 2014 Half-Ton 4 x 2 Crew Cab Pickup Truck

ITEM # 4 - New standard equipped 2014 Half-Ton 4 x 4, Regular Cab Pickup Truck

ITEM # 5 - New standard equipped 2014 Half-Ton 4 x 4 Extended Cab Pickup Truck

ITEM # 6 - New standard equipped 2014 Half-Ton 4 x 4 Crew Cab Pickup Truck

ITEM # 7 - New standard equipped 2014 (Compact) Sport Utility Vehicle 4 x 2

ITEM # 8 - New standard equipped 2014 (Compact) Sport Utility Vehicle 4 x 4

ITEM # 9 - New standard equipped 2014 (Full Size) Sport Utility Vehicle 4 x 2

ITEM # 10 - New standard equipped 2014 (Full Size) Sport Utility Vehicle 4 x 4

ITEM # 11 - New standard equipped 2014 7-Passenger Extended Mini-Van, Alternative Fuel

ITEM # 12 - New standard equipped 2014 Cargo Mini-Van

ITEM # 13 - New standard equipped 2014 Small-Size 4-Door Sedan

ITEM # 14 - New standard equipped 2014 Mid-Size 4-Door Sedan, Alternative Fuel

ITEM # 15 - New standard equipped 2014 Mid-Size 4-Door Sedan, Gas Engine

ITEM # 16 - New standard equipped 2014 Mid-Size 4-Door Sedan, Hybrid Engine

ITEM # 17 - New standard equipped 2014 Full Size 4-Door Sedan, Alternative Fuel

ITEM # 18 - New standard equipped 2014 Full Size 4-Door Sedan, Gas Engine



Missouri Department of Transportation
 Bid Tabulation of Request 3-130918TV Light Duty Vehicles
 Multiple Award

ITEM # 5 - New standard equipped, 2014, Half-Ton, 4 x 4 Extended Cab Pickup Truck
 Options A-K apply. See Options Tab for details.

Item	Don Brown Chevrolet	Palmer Chevrolet	Joe Machens Ford	Shamea Nilsson Ford, Inc.	Blake Springs Ford	Joe Machens Capital City Ford	Gain City Ford	Roberts Chevrolet	Dave Sinclair Ford Inc.	Andy Mohr Truck Center, Inc.	Cable Dabner Chevrolet, Inc.	Republic Ford, Inc.	Braceway Ford Truck Sales	Low Price Chrysler Dodge Ram	Low Price OMC	Low Price Ford	Capital Chrysler Dodge Jeep Ram
	Chevrolet Silverado (Double Cab)	Chevrolet Silverado	Ford F-150	Ford F-150 XL	Ford F-150 XL	Ford F-150 (4x4)	Ford F-150 XL	Chevrolet Silverado 1500 (double cab w/ short box)	Ford F-150	Ford F-150	NO BID	Ford F-150	Ford F-150	Ford F-150	OMC Sierra	Ford F-150	Dodge Ram 1500 Quad
	7100	7100	7450	7450	7450	7450	7450	7100	7450	7450	NO BID	7450	7450	7450	7100	7450	6600
	17/22	17/22	14/19	14/19	14/19	14/19	14/19	17/22	14/19	14/19	NO BID	14/19	14/19	14/19	17/22	14/19	16/23
	26	26	36	36	36	35	36	26	36	36	NO BID	36	36	36	26	36	26
	6	6	7.7	7.7	7.7	7.7	7	6	6	5	NO BID	7.7	6	6	6	6	6
	YES	YES	YES	YES	YES	YES	YES	YES	YES	N/A	NO BID	YES	YES	YES	YES	YES	YES
	N/A	12/15	10/14	10/14	10/14	10/14	N/A	12/15	10/14	N/A	NO BID	N/A	10/14	10/14	17/22	10/14	11/16
	\$23,196	\$23,247	\$22,461	\$22,556	\$30,516	\$21,471	\$23,841	\$23,419	\$22,718	\$23,350	NO BID	\$22,770	\$23,361	\$23,975	\$23,265	\$23,975	\$21,773
OPTION EA Top Pull	\$335	\$335 (rental cost) (N/A w/ 4.3L V6)	\$320	\$320	\$338	\$320	\$320	\$333	\$320	\$375	NO BID	\$370	\$370	\$410	\$330	\$375	\$100
OPTION EB Air Linger 1st	\$275	\$255	\$550	\$600	\$620	N/A	\$564	\$574 (Whitetail/Yellow)	\$570	\$550	NO BID	\$564	\$563	N/A	STD	\$688	N/A
OPTION EC AC Linger 1st	\$550	\$508 (5.3L 1250 hp)	\$1,000	N/A	N/A	N/A	N/A	\$874 (5.3L 1250 hp)	N/A	NO BID	NO BID	3TD (5.0L 1700 hp)	N/A	\$588 (5.7L 1355 hp)	\$864 (5.3L 1355 hp)	\$900 (5.0L 3600 hp (only used w/ 4.3L V6))	\$588 (5.3L 1355 hp)
OPTION ED Air Linger 1st	N/A	N/A	\$800 (3.5L V6 EcoBoost / 365 hp)	N/A	N/A	N/A	N/A	N/A	N/A	NO BID	NO BID	\$834 (3.5L V6 EcoBoost / 265 hp)	N/A	N/A	N/A	\$2,095 (3.5L Eco Boost V6 / 365 hp)	N/A
OPTION EE Cab extender (rear bench)	\$476	\$310 (Shamea Best Deal) (rental cost) (N/A w/ 4.3L V6)	\$250	\$256	\$270	\$256	\$256	\$256 (6.5L Round Black Tubular Steps)	\$256	\$300	NO BID	\$214	\$245	\$425	\$301	\$300	\$425
OPTION EF Power Windows	STD	STD	\$650	\$1,081 (includes power windows & running boards)	\$1,135	\$981	\$981	STD	\$256	\$300	NO BID	\$981	\$934	STD	STD	\$1,150	STD
OPTION EG Bluetooth	N/A	STD	\$300	\$300	\$337	\$320	\$333	\$0 (6.5L)	\$981	\$1,150	NO BID	\$333	\$284 (6.5L)	N/A	N/A	\$570 (6.5L)	\$241 (6.5L)
OPTION EH Opp. Rear Air	N/A	STD (3.0L requires 5.3L V8)	N/A	N/A	\$423 (3.5L EcoBoost)	N/A	N/A	N/A	\$333	\$200	NO BID	N/A	N/A	\$0 (only available w/ 5.3L V8)	N/A	N/A	\$23 (3.3L)
OPTION EI Lift-Up Rear	\$770	\$349	\$241 (3.7L / 373 hp) \$239 (3.0L / 247 hp)	\$239 (3.5L)	\$315 (3.5L)	\$299 (3.5L)	\$300 (3.5L)	\$381 (3.42 (locking differential))	N/A	NO BID	NO BID	\$299 (3.5L)	\$284 (3.5L)	\$570 (3.5L)	\$248 (3.5L)	\$570 (3.5L)	\$299
OPTION EJ LT 5-pin tow	\$331	\$249 (3.0L requires 5.3L V8)	\$250 (LT 245 / 231R1E)	\$256 (LT 245 / 231R1E)	\$270 (LT 245 BSW)	\$256 (LT 245 / 231R1E)	N/A	\$351 (LT 235 / 20R1TC)	\$299	\$500	NO BID	\$296	\$284 (P965 / 70R17)	\$325 (25.5K917)	\$248 (LT 245 / 231R1TC)	\$325 (25.5K917)	\$313 (LT 245 / 20R17E)
OPTION EK Blowdown Capability	\$287	\$265	\$1,100 (includes Power Windows) (N/A)	\$593	\$521 (Requires AL Power Pkg)	\$551	N/A	\$207	\$256	\$300	NO BID	\$551	\$743	\$480	\$264	\$470	\$419
OPTION EL Optional Trailer Type Exterior Mirrors (in lieu of standard)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OPTION EM Optional Electric Brake Controller	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$143.00	\$1,000	NO BID	N/A	N/A	N/A	N/A	N/A	N/A
OPTION EN STD ARG (MAY)	60	60-90	90-120	90-120	90-120	8-10 wts	90	45-90	60-90	60-90	NO BID	90-120 (subject to delays)	90-120	60-90	60-90	90-120	90-120



**Missouri Department of Transportation
Bid Tabulation of Request 3-130918TV Light Duty Vehicles
Multiple Award**

****See each Bid Tab Item Page to see what options apply to that Item.**

ITEM # 5 - New standard equipped 2014 Half-Ton 4 x 4 Extended Cab Pickup Truck

All units must contain the following options:

1. Standard minimum V6 gas engine (Liters _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size)_____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 8ft.
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats
13. 3 sets of keys

Optional Equipment

- Option 5A: Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling, Class III frame hitch/receiver and 4 pin wiring installed plus wiring harness for 7 pin**
- Option 5B: Exterior color to be Federal Standard #595B "Highway Yellow"**
- Option 5C: Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible**
- Option 5D: Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible**
- Option 5E: 2 Full-length cab steps or running boards (One on Drivers side, one on Passenger side)**
- Option 5F: Power Windows and Door Locks**
- Option 5G: Short Bed in lieu of 8' bed**
- Option 5H: Optional Rear Axle Ratio**
- Option 5I: Limited Slip Rear Axle**
- Option 5J: LT. 6 ply tires in lieu of 4 ply standard tires**
- Option 5K: Bluetooth Capability**

BID FORM

MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES, P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	3-130918TV
DATE	August 19, 2013

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 pm., Local Time, September 18, 2013

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING EQUIPMENT.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Tom Veasman
BUYER EMAIL:
tom.veasman@modot.mo.gov

BUYER TELEPHONE: 573-522-4404

LIGHT DUTY VEHICLES

This Request For Bid seeks bids from qualified organizations to provide vehicles in accordance with the following pages. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following **physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109** until 2:00 p.m., September 18, 2013. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/LightDutyVehicles.htm>

Components of Agreement: The Agreement between MHTC and the successful Bidder(s) shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB and the bid submitted by the Bidder in response to the RFB. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide light duty vehicles for the locations in the State of Missouri (See Section 2.3.2) through the end of the 2014 model year, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m. Local Time, September 18, 2013.**

RFB COORDINATOR:

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:

**Missouri Department of Transportation
P. O. Box 270
Jefferson City, MO 65102
Attn: Tom Veasman**

PHYSICAL ADDRESS:

**Missouri Department of Transportation
General Services Division
830 MoDOT Drive
Jefferson City, MO 65109**

PHONE: 573-522-4404

FAX: 573-526-6948

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of light duty vehicles as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Page(s)
 - 5) Vendor Information and Preference Certification Form
 - 6) Notice Of Cooperative Purchasing
 - 7) Anti-Collusion Statement
 - 8) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide light duty vehicles on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- 2.1.6 This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

2.2 Required Specifications:

All materials, equipment, and/or services bid upon must comply with the included MoDOT specifications and any other provisions outlined in the solicitation documents.

2.3 Delivery Requirements:

- 2.3.1 The following delivery requirements shall apply:
 - a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
 - b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
 - c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.
- 2.3.2 The contractor shall deliver the products specified herein to the following MoDOT locations:
 - a. St. Joseph, Missouri 64502
 - b. Macon, Missouri 63552
 - c. Hannibal, Missouri 63401
 - d. Lee's Summit, Missouri 64064-8002
 - e. Jefferson City, Missouri 65102
 - f. Chesterfield, Missouri 63017-5712
 - g. Joplin, Missouri 64802
 - h. Springfield, Missouri 65801
 - i. Willow Springs, Missouri 65793
 - j. Sikeston, Missouri 63801

2.4 Contract/Purchase Order:

- 2.4.1 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification

2.5 Invoicing and Payment Requirements:

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.5.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.5.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.5.6 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.5.7 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period - The contract shall commence from the date of award until the end of the model year with up to two (2) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.6.2 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.

2.6.3 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.6.4 Net Delivered Price - the unit(s) shall be delivered complete and ready for use to the delivery destinations.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope/package clearly marked “3-130918TV Light Duty Vehicles”.

3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.

3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 Contract Award: This is a Multiple Award bid and there will be no ‘one’ bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine purchasing decisions are price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models.

- a. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

ITEM # 1 - New standard equipped 2014 Half-Ton 4 X 2 Regular Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum V6 gas engine (Liters _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 8ft.
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats
13. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 1

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 1A. Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 1B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 1C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 1D. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item #1 continued

Option 1E. 2 Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.)

EACH \$ _____

Option 1F. Power Windows and Door Locks

EACH \$ _____

Option 1G. Short Bed in lieu of 8' bed

EACH \$ _____ State size _____

Option 1H. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 1I. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 1J. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Option 1K. Trailer type exterior mirrors in lieu of standard

EACH \$ _____

Option 1L. Bluetooth Capability

EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 2 - New standard equipped 2014 Half-Ton 4 X 2 Extended Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum V6 gas engine (Liters _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 8ft.
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats
13. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item #2

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 2A. Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 2B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 2C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 2D. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item #2 continued

Option 2E. 2 Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.)

EACH \$ _____

Option 2F. Power Windows and Door Locks

EACH \$ _____

Option 2G. Short Bed in lieu of 8' bed

EACH \$ _____ State Size _____

Option 2H. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 2I. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 2J. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Option 2K. Trailer type exterior mirrors in lieu of standard

EACH \$ _____

Option 2L. Bluetooth Capability

EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 3 - New standard equipped 2014 Half-Ton 4 X 2 Crew Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum V6 gas engine (Liters _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 6ft.
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats
13. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 3

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 3A. Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin
EACH \$ _____

Option 3B. Exterior color to be Federal Standard #595B "Highway Yellow"
EACH \$ _____

Option 3C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____
EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 3D. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____
EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item #3 continued

Option 3E. 2 Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.)

EACH \$ _____

Option 3F. Power Windows and Door Locks

EACH \$ _____

Option 3G. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 3H. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 3I. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Option 3J. Trailer type exterior mirrors in lieu of standard

EACH \$ _____

Option 3K. Bluetooth Capability

EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 4 - New standard equipped 2014 Half-Ton 4 X 4, Regular Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet Silverado1500/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum V6 gas engine (Liters _____ Horsepower _____)
2. Manufacturer’s standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer’s standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6000 lbs minimum
9. Auto locking hubs
10. Brakes 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Long bed 8ft.
13. Vinyl seats
14. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 4

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 4A. Towing Package: Manufacturer’s Standard to include heavy duty engine oil, and transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 4B. Exterior color to be Federal Standard #595B “Highway Yellow”

EACH \$ _____

Option 4C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 4D. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item # 4 continued

- Option 4E. 2 Full-length cab steps or running boards (One on Drivers Side, one on Passenger side)**
EACH \$ _____
- Option 4F. Power Window and Door locks**
EACH \$ _____
- Option 4G. Short Bed in lieu of the 8' Bed**
EACH \$ _____ State size _____
- Option 4H. Optional Rear Axle Ratio Axle Ratio _____**
EACH \$ _____
- Option 4I. Limited Slip Rear Axle. Axle Ratio _____**
EACH \$ _____
- Option 4J. LT. 6 ply. tires in lieu of 4 ply. standard tires Size _____**
EACH \$ _____
- Option 4K. Trailer type exterior mirrors in lieu of standard**
EACH \$ _____
- Option 4L. Bluetooth Capability**
EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 5 - New standard equipped 2014 Half-Ton 4 X 4 Extended Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum V6 gas engine (Liters _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 8ft.
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats
13. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 5

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 5A. Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin
EACH \$ _____

Option 5B. Exterior color to be Federal Standard #595B "Highway Yellow"
EACH \$ _____

Option 5C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____
EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 5D. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____
EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item #5 continued

Option 5E. 2 Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.)

EACH \$ _____

Option 5F. Power Windows and Door Locks

EACH \$ _____

Option 5G. Short Bed in lieu of 8' bed

EACH \$ _____ State size _____

Option 5H. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 5I. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 5J. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Option 5K. Bluetooth Capability

EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 6 - New standard equipped 2014 Half-Ton 4 X 4 Crew Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum V6 gas engine (Liters _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 6ft.
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats
13. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 6

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 6A. Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin
EACH \$ _____

Option 6B. Exterior color to be Federal Standard #595B "Highway Yellow"
EACH \$ _____

Option 6C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____
EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 6D. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____
EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item # 6 continued

Option 6E. 2 Full-length factory cab steps or running boards. (One on Drivers Side, one on Passenger side.)

EACH \$ _____

Option 6F. Power Windows and Door Locks

EACH \$ _____

Option 6G. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 6H. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 6I. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Option 6J. Bluetooth Capability

EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 7 - New standard equipped 2014 (Compact) Sport Utility Vehicle 4 X 2

ACCEPTABLE MAKES AND MODELS:

Standard Ford Escape
Standard Jeep Patriot and Jeep Compass
Standard Chevrolet Equinox / GMC Terrain

All units must contain the following options:

1. Standard, 1.6L Turbo, 4 cylinder or 2.0L 4 cylinder minimum Gas Engine (Specify) (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. 4-speed automatic transmission
4. Air conditioning
5. LH & RH mirrors
6. Four manufacturer's all-season tires plus compact spare tire and wheel (Size) _____
7. Rubber flooring
8. Brakes 4-wheel anti-lock braking system (ABS)
9. Speed control and tilt wheel
10. Auto locking hubs
11. Wheelbase minimum 103"
12. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 7

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

Option 7A. Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 7B. Engine V- 6, minimum 3.0 L or larger E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 7C. Power Windows and Door Locks

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item # 7 continued

Option 7D. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 7E. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 7F. Bluetooth Capability

EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 8 - New standard equipped 2014 (Compact) Sport Utility Vehicle 4 X 4

ACCEPTABLE MAKES AND MODELS:

Standard Ford Escape
Standard Jeep Patriot and Jeep Compass
Standard Chevrolet Equinox / GMC Terrain

All units must contain the following options:

1. Standard, 1.6L Turbo, 4 cylinder or 2.0L 4 cylinder minimum Gas Engine (Specify) (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. 4-speed automatic transmission
4. Air conditioning
5. LH & RH mirrors
6. Four manufacturer's all-season tires plus compact spare tire and wheel (Size) _____
7. Rubber flooring
8. Brakes 4-wheel anti-lock braking system (ABS)
9. Speed control and tilt wheel
10. Auto locking hubs
11. Wheelbase minimum 103"
12. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 8

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

Option 8A. Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 8B. Engine V- 6, minimum 3.0 L or larger E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 8C. Power Windows and Door Locks

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item # 8 continued

Option 8D. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 8E. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 8F. Bluetooth Capability

EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 9 - New standard equipped 2014 (Full Size) Sport Utility Vehicle 4 X 2

ACCEPTABLE MAKES AND MODELS:

Standard Ford Explorer
Standard Chevrolet Tahoe
Standard Chevrolet Traverse

All units must contain the following options:

1. Standard minimum 2.0L Turbo 4 cylinder, 3.6L V6 or 5.3L V8 gasoline engine (Specify) (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds ____)
4. LH & RH exterior mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size)_____
6. Rubber flooring
7. Brakes 4-wheel anti-lock braking system (ABS)
8. Speed control and tilt wheel
9. Air Condition
10. Wheelbase 113" Minimum
11. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 9

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

Option 9A. Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 9B. Power Windows and Door Locks

EACH \$ _____

Option 9C. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item # 9 continued

Option 9D. Alternate Gas Engine (Size) _____ (Horsepower) _____ E-85 compatible? _____

EACH \$ _____

Option 9E. Bluetooth Capability

EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 10 - New standard equipped 2014 (Full Size) Sport Utility Vehicle 4 X 4

ACCEPTABLE MAKES AND MODELS:

Standard Ford Explorer
Standard Chevrolet Tahoe
Standard Chevrolet Traverse

All units must contain the following options:

1. Standard minimum 3.5L V6, 3.6L V6 or 5.3L V8 gasoline engine (Specify) (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. LH & RH exterior mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
6. Rubber flooring
7. Brakes 4-wheel anti-lock braking system (ABS)
8. Speed control and tilt wheel
9. Air Condition
10. Wheelbase 113" Minimum
11. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 10

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

Option 10A. Towing Package: Manufacturer's Standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 10B. Power Windows and Door Locks EACH \$ _____

Option 10C. Optional Rear Axle Ratio Axle Ratio _____ EACH \$ _____

Option 10D. Alternate Gas Engine (Size) _____ (Horsepower) _____ E-85 compatible? _____ EACH \$ _____

Option 10E. Bluetooth Capability EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

Item #11– New standard equipped 2014 7- Passenger Extended Mini-Van, Alternative Fuel

ACCEPTABLE MAKES AND MODELS:

Standard Chrysler Town and Country
 Standard Dodge Grand Caravan

All units must contain the following options:

1. Standard minimum 3.3 L 6 cylinder Flex Fuel E-85 engine (Size _____ Horsepower _____)
2. Automatic transmission (Speeds _____)
3. Factory installed front and rear heat/air conditioning
4. LH & RH mirrors
5. Tires:(4) manufacturer’s standard all season, plus full size spare and wheel (Size _____)
6. 4 wheel anti-lock braking system (ABS)
7. Speed control and tilt wheel
8. Wheelbases 119” Minimum
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
10. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 11

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

- Option 11A. Power windows and power door locks EACH \$ _____
- Option 11B. Towing Package: Manufacturer’s standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin. EACH \$ _____
- Option 11C. Privacy Glass EACH \$ _____
- Option 11D. Defroster Rear Window, Electric EACH \$ _____
- Option 11E. Rear Windshield Wiper EACH \$ _____
- Option 11F. Bluetooth Capability EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer’s Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

Item #12– New standard equipped 2014 Cargo Mini-Van

ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet City Express
Standard Ford Transit Connect
Standard Dodge ProMaster Cargo Van

All units must contain the following options:

1. Standard minimum 4 cylinder gas engine (Size _____ Horsepower _____)
2. Automatic transmission (Speeds _____)
3. Factory installed front and rear heat/air conditioning
4. LH & RH mirrors
5. Tires:(4) manufacturer’s standard all season, plus full size spare and wheel (Size) _____
6. 4 wheel anti-lock braking system (ABS)
7. Speed control and tilt wheel
8. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
9. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 12

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

- | | | |
|-------------|--|---------------|
| Option 12A. | Power windows and power door locks | EACH \$ _____ |
| Option 12B. | Towing Package: Manufacturer’s standard to include heavy duty engine oil and transmission cooling systems, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin. EACH \$ _____ | |
| Option 12C. | Privacy Glass | EACH \$ _____ |
| Option 12D. | Defroster Rear Window, Electric | EACH \$ _____ |
| Option 12E. | Rear Windshield Wiper | EACH \$ _____ |
| Option 12F. | Bluetooth Capability | EACH \$ _____ |

Please indicate below the percent (%) discount off Manufacturer’s Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 13 - New standard equipped 2014 Small-Size 4-Door Sedan

ACCEPTABLE MAKES AND MODELS:

Standard Dodge Dart
Standard Ford Focus
Standard Chevrolet Cruze

All units must contain the following options:

1. Standard, minimum 4 cylinder gas engine (Size _____ Horsepower _____)
2. Automatic Transmission, (Speeds _____)
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size _____)
6. ABS Brakes 4 Wheel
7. Brakes, Hydraulic power, front and rear disc
8. Speed control and tilt wheel
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
10. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 13

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 13A. Power windows and Door Locks EACH \$ _____

Option 13B. Defroster Rear Window electric EACH \$ _____

Option 13C. Alternate V6 or larger engine in lieu of 4 cylinder (Specify Size) _____ (Horsepower) _____
E-85 Compatible? _____ EACH \$ _____

Option 13D. Bluetooth Capability EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 14 - New standard equipped 2014 Mid-Size 4-Door Sedan, Alternative Fuel

ACCEPTABLE MAKES AND MODELS:

Standard Chrysler 200
Standard Dodge Avenger
Standard Chevrolet Malibu
Standard Ford Fusion

All units must contain the following options:

1. Standard, minimum 1.6L 4 cylinder Turbo or 4 cylinder 2.4 L flex-fuel engine (Specify Size) _____ Horsepower _____
2. Automatic Transmission, (Speeds _____)
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
6. ABS Brakes 4 Wheel
7. Brakes, Hydraulic power, front and rear disc
8. Speed control and tilt wheel
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
10. Three (3) sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____ IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 14

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 14A. Power windows and Door Locks EACH \$ _____

Option 14B. Defroster Rear Window electric EACH \$ _____

Option 14C. Alternate V6 or larger engine in lieu of 4 cylinder (Specify) (Size) _____ (Horsepower) _____
E-85 Compatible? _____ EACH \$ _____

Option 14D. Bluetooth Capability EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 15 - New standard equipped 2014 Mid-Size 4-Door Sedan, Gas Engine

ACCEPTABLE MAKES AND MODELS:

Standard Chrysler 200
Standard Dodge Avenger
Standard Chevrolet Malibu
Standard Ford Fusion

All units must contain the following options:

1. Standard, minimum 4 cylinder engine (Size _____ Horsepower _____)
2. Automatic Transmission
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size)_____
6. ABS Brakes 4 Wheel
7. Brakes, Hydraulic power, front and rear disc
8. Speed control and tilt wheel
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
10. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 15

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 15A. Power windows and Door Locks EACH \$ _____

Option 15B. Defroster Rear Window electric EACH \$ _____

Option 15C. Alternate V6 engine in lieu of 4 cylinder (Size)_____ (Horsepower)_____ EACH \$ _____

Option 15D. Bluetooth Capability EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 16 - New standard equipped 2014 Mid-Size 4-Door Sedan, Hybrid Engine

ACCEPTABLE MAKES AND MODELS:

Standard Ford Fusion

All units must contain the following options:

1. Hybrid engine (Size _____ Horsepower _____)
2. Automatic Transmission
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
6. ABS Brakes 4 Wheel
7. Brakes, Hydraulic power, front and rear disc
8. Speed control and tilt wheel
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
10. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ EACH \$ _____

MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 16

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 16A. Power windows and Door Locks EACH \$ _____

Option 16B. Defroster Rear Window electric EACH \$ _____

Option 16C. Bluetooth Capability EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 17 - New standard equipped 2014 Full Size 4-Door Sedan, Alternative Fuel

ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Impala

All units must contain the following options:

1. 3.0 L 6, cylinder minimum flex fuel E-85 and gas engine. (Size _____ Horsepower _____)
2. Automatic, Transmission (Speeds _____)
3. Air conditioning
4. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
5. Brakes, Power 4-Wheel ABS
6. Speed control and tilt wheel
7. Body Side Molding
8. Power windows and door locks
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
10. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 17

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 17A. Defroster, Rear Window Electric EACH \$ _____

Option 17B. Head Curtain Side air Bags Front and Rear EACH \$ _____

Option 17C. Bluetooth Capability EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 18 - New standard equipped 2014 Full Size 4-Door Sedan, Gas Engine

ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Impala

Standard Ford Taurus

All units must contain the following options:

1. 6 cylinder gas engine. (Size _____ Horsepower _____)
2. Automatic, Transmission (Speeds _____)
3. Air conditioning
4. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
5. Brakes, Power 4-Wheel ABS
6. Speed control and tilt wheel
7. Body Side Molding
8. Power windows and door locks
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
10. 3 sets of keys

DEALER COMPLETE IN DETAIL:

2014 MAKE _____ MODEL _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ FUEL CAPACITY _____ OIL CAPACITY _____

BUMPER TO BUMPER WARRANTY _____

POWERTRAIN WARRANTY _____

EXTENDED WARRANTY _____

OPTIONAL EQUIPMENT PRICES, Item # 18

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 18A. Defroster, Rear Window Electric EACH \$ _____

Option 18B. Head Curtain Side air Bags Front and Rear EACH \$ _____

Option 18C. Bluetooth Capability EACH \$ _____

Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer light duty vehicles listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the light duty vehicle meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

_____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____

Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Search Results

Current Search Terms: putnam* chevrolet*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>

Glossary

Search

Results

Entity

Exclusion

Search

Filters

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By

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Information

SAM | System for Award Management 1.0

IBM v1.1425.20131220-1428

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 12/23/13

FIXED ASSET TAG NUMBER: ~~1804~~ 13500

DESCRIPTION: 2002 GMC 4WD Pickup

REQUESTED MEANS OF DISPOSAL: PW to take to auction

OTHER INFORMATION: VIN 1GTEK19VX2Z312720

Vehicle 1804

CONDITION OF ASSET: Rusted

REASON FOR DISPOSITION: Purchasing new vehicle

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Upon receipt of new vehicle.

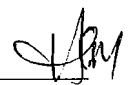
WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 6100

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 7/2/2002

RECEIPT INTO 1190-3835 

ORIGINAL COST \$123,096.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 29-2014

DATE APPROVED JAN. 28, 2014

SIGNATURE 

1/8/14

price

REQUEST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

6148

Putnam Chevrolet

3-130918TV

VENDOR NO.

VENDOR NAME

BID NUMBER

Ship to Department # 2040

Bill to Department # 6100

Department	Account	Item Description	Qty	Unit Price	Amount
6100	92400	2014 Silverado Double Cab 1/2 T 4x4	1	25888.00	\$25,888.00
		See contract for options/color			\$0.00
					\$0.00
6100	91400	2014 Silverado Double Cab 1/2 T 4x4	1	25888.00	\$25,888.00
		See contract for options/color			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					51,776.00

I certify that the goods, services or charges above specified 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.


Approving Official


Prepared By

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2014

In the County Commission of said county, on the 28th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus PC & Peripheral equipment through MRC Recycling Center. It is further ordered the Presiding Commissioner is hereby authorized to sign the Request for Disposal forms.

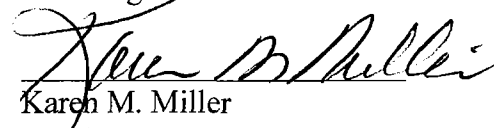
Done this 28th day of January, 2014

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing
David Eagle
Office Specialist



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

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Computer and Peripheral Surplus Disposal
DATE: January 9, 2014

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

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

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

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

Signature: _____

Date: _____

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	14830	20" LCD MONITOR	HP L2035	I.T.	UNKNOWN	
2.	15930	19" LCD MONITOR	HP L1940T	COUNTY CLERK	UNKNOWN	
3.	17589	LASER MONOCHROME PRINTER	LEXMARK OPTRA R	CHILD SERVICES	UNKNOWN	

4.	14482	PC WORKSTATION	HP D530	PURCHASING	UNKNOWN	
5.	16430	PC WORKSTATION	HP DC5700	PROSECUTING ATTORNEY	UNKNOWN	
6.	17589	MONOCHROME LASER PRINTER	LEXMARK OPTRA R	CHILD SERVICES	UNKNOWN	
7.	16877	PC WORKSTATION	HP DC5800	PROSECUTING ATTORNEY	UNKNOWN	
8.	15861	PC WORKSTATION	HP DC5700	COUNTY CLERK	UNKNOWN	
9.	15035	17" LCD MONITOR	HP L1740	PROSECUTING ATTORNEY	UNKNOWN	
10.	12290	42 U RACK	COMPAQ	I.T.	UNKNOWN	
11.	13450	17" CRT MONITOR	GATEWAY EV700	FACILITIES MAINTENANCE	UNKNOWN	
12.	16939	INKJET COLOR PRINTER	HP OFFICEJET 7410	PROSECUTING ATTORNEY	UNKNOWN	
13.	16127	PC WORKSTATION	HP DC5700	TREASURER	UNKNOWN	
14.	16909	PC WORKSTATION	HP DC5800	COMMISSION	UNKNOWN	
15.	15868	PC WORKSTATION	HP DC5700	ASSESSOR	UNKNOWN	
16.	16122	PC WORKSTATION	HP DC5700	COLLECTOR	UNKNOWN	
17.	11238	MICROFILM MACHINE	CANON MP- 60	CIRCUIT CLERK	UNKNOWN	
18.	11242	APC-UPS	SMART 700 NET	PUBLIC WORKS	UNKNOWN	
19.	14996	17" LCD MONITOR	HP L1740	SHERIFF	UNKNOWN	
20.	16166	19" LCD MONITOR	HP L1949T	DESIGN & CONSTRUCTION	UNKNOWN	

21.	12708	LASER MONOCHROME PRINTER	HP LASERJET 2100M	MAIL SERVICES	UNKNOWN	
22.	14906	PC WORKSTATION	INTEL PENTIUM IV530	I.T.	UNKNOWN	
23.	17893	SWITCH ETHERNET	CISCO CATALYST 2960	I.T.	UNKNOWN	
24.	17892	SWITCH ETHERNET	CISCO CATALYST 2960	I.T.	UNKNOWN	
25.	17488	SWITCH ETHERNET	CISCO CATALYST 2960	I.T.	UNKNOWN	
26.	17487	SWITCH ETHERNET	CISCO CATALYST 2960	I.T.	UNKNOWN	
27.	16695	1131 ACCESS POINT	CISCO AIRONET	I.T.	UNKNOWN	
28.	14508	LASER MONOCHROME PRINTER	LEXMARK T520N	PROSECUTING ATTORNEY	UNKNOWN	

cc: Hilary Matney, Auditor
Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 1, 2013

FIXED ASSET TAG NUMBER: 00014830

DESCRIPTION HP L2035
MONITOR LCD 20 INCH

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2005 - NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

RECEIVED

OCT 01 2013

BOONE COUNTY AUDITOR

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 43*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE *3/9/05*
ORIGINAL COST *765.00*
ORIGINAL FUNDING SOURCE *2731*
ASSET GROUP *1403*

RECEIPT INTO *1190-3835 km*
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 *30-2014*

DATE APPROVED *1-28-14*

SIGNATURE *David C. [Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 1, 2013

FIXED ASSET TAG NUMBER: 00015930

DESCRIPTION HP L1940T
MONITOR LCD 19 INCH

RECEIVED

OCT 01 2013

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

BOONE COUNTY AUDITOR

CONDITION OF ASSET: PURCHASED 2007 - NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6L Room 123*

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

DEPARTMENT: COUNTY CLERK

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 3/22/07
ORIGINAL COST 220.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1623

RECEIPT INTO 1190-3835 km
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *Donna K. Atwell*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 1, 2013

FIXED ASSET TAG NUMBER: 00017589

DESCRIPTION LEXMARK OPTRA R
PRINTER LASER MONOCHROME

RECEIVED

REQUESTED MEANS OF DISPOSAL: SELL

OCT 01 2013

OTHER INFORMATION:

BOONE COUNTY AUDITOR

CONDITION OF ASSET: POOR

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GL Room 123.*

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

DEPARTMENT: CHILD SERVICES

SIGNATURE

Judy

AUDITOR

already retired

ORIGINAL PURCHASE DATE 12/31/04
ORIGINAL COST 1.00
ORIGINAL FUNDING SOURCE 2751
ASSET GROUP _____

RECEIPT INTO lm
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *Samuel H. Atwell*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 1, 2013

FIXED ASSET TAG NUMBER: 00014482

DESCRIPTION HP D530
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

RECEIVED
OCT 01 2013
BOONE COUNTY AUDITOR

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123*

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

DEPARTMENT: PURCHASING

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 7/8/04
ORIGINAL COST 1532.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 km
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 1, 2013

FIXED ASSET TAG NUMBER: 00016430

DESCRIPTION HP DC5700
PC WORKSTATION

RECEIVED

OCT 01 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123*

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

DEPARTMENT: PROSECUTING ATTORNEY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 3/13/08
ORIGINAL COST 519.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 hm

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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 1, 2013

FIXED ASSET TAG NUMBER: 00017589

DESCRIPTION LEXMARK OPTRA R
PRINTER LASER MONOCHROME

REQUESTED MEANS OF DISPOSAL: SELL

COPY

OTHER INFORMATION:

CONDITION OF ASSET: POOR

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 66 Room 123.*

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

DEPARTMENT: CHILD SERVICES

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE _____
ORIGINAL COST _____
ORIGINAL FUNDING SOURCE _____
ASSET GROUP _____

RECEIPT INTO _____
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : December 20, 2013

FIXED ASSET TAG NUMBER: 00016877

DESCRIPTION HP DC5800
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123.*

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

DEPARTMENT: PROSECUTING ATTORNEY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 5/5/2009
ORIGINAL COST 381.38
ORIGINAL FUNDING SOURCE 1170
ASSET GROUP 1603

RECEIPT INTO 1190-3835 *AM*
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *Donna K. Stull*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : December 20, 2013

FIXED ASSET TAG NUMBER: 00015861

DESCRIPTION HP DC5700
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123*

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

DEPARTMENT: COUNTY CLERK

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 3/9/2007
ORIGINAL COST \$ 748.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 *HM*
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : December 4, 2013

FIXED ASSET TAG NUMBER: 00015035

DESCRIPTION HP L1740
MONITOR LCD 17 INCH

RECEIVED

DEC 04 2013

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

BOONE COUNTY AUDITOR

CONDITION OF ASSET: PURCHASED 2005 - NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GL Room 123.*

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

DEPARTMENT: PROSECUTING ATTORNEY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 6/15/2005
ORIGINAL COST \$319.00
ORIGINAL FUNDING SOURCE 2731.0
ASSET GROUP 1603

RECEIPT INTO 1190-3835 JM
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *David K. Atwell*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : July 29, 2013

FIXED ASSET TAG NUMBER: 00012290

DESCRIPTION COMPAQ 7142 42U
RACK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED IN 2000

REASON FOR DISPOSITION: NO LONGER MEETS REQUIREMENTS

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Server Rm. Room 225*

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 8/24/2000
ORIGINAL COST \$ 11605.00
ORIGINAL FUNDING SOURCE 2731, 2743, 2780
ASSET GROUP 1603

RECEIPT INTO 1185-3835 Lm
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

RECEIVED

OCT 21 2013

BOONE COUNTY AUDITOR

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : December 17, 2013

FIXED ASSET TAG NUMBER: 00013450

DESCRIPTION GATEWAY EV700
MONITOR CRT 17 INCH

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2002 - VERY POOR

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123.*

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

DEPARTMENT: FACILITIES & GROUNDS MTCE

SIGNATURE

Judy

AUDITOR *600 orig loc*

ORIGINAL PURCHASE DATE *7/16/2002*
ORIGINAL COST *\$ 1.00*
ORIGINAL FUNDING SOURCE *2731*
ASSET GROUP *1603*

RECEIPT INTO *1190-3835 HM*
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 *30-2014*

DATE APPROVED *1-28-14*

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : November 26, 2013

FIXED ASSET TAG NUMBER: 00016939

RECEIVED

DESCRIPTION HP OFFICEJET 7410
PRINTER INKJET COLOR

NOV 27 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

Grant info:

CONDITION OF ASSET: VERY POOR

Jag Recovery Act / Stimulus

REASON FOR DISPOSITION: REPLACEMENT

Federal
US Da 100%

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

As soon as possible. In GC Room 123

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: PROSECUTING ATTORNEY

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 8/4/2009
ORIGINAL COST 8301.63
ORIGINAL FUNDING SOURCE 2744
ASSET GROUP 1603

RECEIPT INTO 1190-3835
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : November 15, 2013

FIXED ASSET TAG NUMBER: 00016127

DESCRIPTION HP DC5700
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123.*

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

DEPARTMENT: TREASURER

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 4/6/2007
ORIGINAL COST \$748.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 Ham

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 30-2014

DATE APPROVED 1-28-14

SIGNATURE 

RECEIVED

NOV 21 2013

BOONE COUNTY AUDITOR

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : November 15, 2013

FIXED ASSET TAG NUMBER: 00016909

DESCRIPTION HP DC5800
PC WORKSTATION

RECEIVED

NOV 27 2013

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

BOONE COUNTY AUDITOR

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123.*

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

DEPARTMENT: COUNTY COMMISSION

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 5/22/2009
ORIGINAL COST \$ 381.38
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1403

RECEIPT INTO 1190-3835 *AM*
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 22, 2013

FIXED ASSET TAG NUMBER: 00015868

DESCRIPTION HP DC5700
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

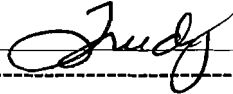
COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123*

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

DEPARTMENT: ASSESSOR

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 3/9/2007
ORIGINAL COST 748.00
ORIGINAL FUNDING SOURCE 2743
ASSET GROUP 1603

RECEIPT INTO 1190-3835 HM
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

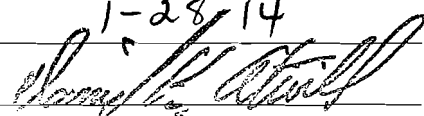
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 30-2014

DATE APPROVED 1-28-14

SIGNATURE 

RECEIVED

NOV 27 2013

BOONE COUNTY AUDITOR

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : November 26, 2013

FIXED ASSET TAG NUMBER: 00016122

DESCRIPTION HP DC5700
PC WORKSTATION

RECEIVED

NOV 27 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible - In GL Room 123

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

DEPARTMENT: COLLECTOR

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 4/6/2007
ORIGINAL COST \$ 787.62
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 Hall
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : November 4, 2013

FIXED ASSET TAG NUMBER: 11238

RECEIVED

DESCRIPTION: Canon MP-60 Microfilm Machine

NOV 05 2013

REQUESTED MEANS OF DISPOSAL: surplus

BOONE COUNTY AUDITOR
BOONE COUNTY AUDITOR

OTHER INFORMATION: *Located in public area of Civil/Family Divisions -*

CONDITION OF ASSET: poor does not work

REASON FOR DISPOSITION: unable to fix

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Can be removed now.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: Circuit Clerk's Office 1221

SIGNATURE

Debbie Lee

AUDITOR

ORIGINAL PURCHASE DATE 12/23/09

RECEIPT INTO 1190-3835

ORIGINAL COST \$4,937.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1601

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL *David K. Caldwell*

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 526-2013

DATE APPROVED 11-21-13

SIGNATURE *David K. Caldwell*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10-7-13

FIXED ASSET TAG NUMBER: 11242

Previously retired
6/30/2008

DESCRIPTION: APC - Smart 700 Net - UPS

REQUESTED MEANS OF DISPOSAL:

Please remove.

OTHER INFORMATION:

RECEIVED

CONDITION OF ASSET: Purchased in Sept. 1997

OCT 21 2013

REASON FOR DISPOSITION:

BOONE COUNTY AUDITOR

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: Public Works

SIGNATURE: *Judy*

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835 *hm*

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 30-2014

DATE APPROVED 10-28-14

SIGNATURE *Donna K. Atwell*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 1, 2013

FIXED ASSET TAG NUMBER: 00014996

DESCRIPTION HP L1740
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2005 - POOR

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6L Room 123*

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

DEPARTMENT: SHERIFF

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 5/27/2005
ORIGINAL COST \$ 319.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 km
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

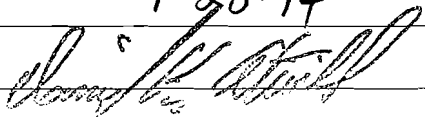
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 30-2014

DATE APPROVED 1-28-14

SIGNATURE 

RECEIVED

OCT 21 2013

BOONE COUNTY AUDITOR

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 17, 2013

FIXED ASSET TAG NUMBER: 00016166

DESCRIPTION HP L1940T
MONITOR LCD 19 INCH

RECEIVED

OCT 21 2013

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

BOONE COUNTY AUDITOR

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In .GL Rm 123.*

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

DEPARTMENT: DESIGN & CONSTRUCTION

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 4/20/2007
ORIGINAL COST \$220.00
ORIGINAL FUNDING SOURCE 2741
ASSET GROUP 1003

RECEIPT INTO 2045-3835 km
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *Cheryl K. Atwell*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 3, 2013

FIXED ASSET TAG NUMBER: 00012708

DESCRIPTION HP LASERJET 2100M
PRINTER LASER MONOCHROME

RECEIVED

OCT 07 2013

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED 2000 - VERY POOR

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123*

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

DEPARTMENT: MAIL SERVICES

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 12/31/2000
ORIGINAL COST 1385.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1185-3835 hwn
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 2, 2013

FIXED ASSET TAG NUMBER: 00014906

DESCRIPTION INTEL PENTIUM IV530
PC WORKSTATION

RECEIVED

OCT 07 2013

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GL Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? NO

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 5/25/2005
ORIGINAL COST 2681.00
ORIGINAL FUNDING SOURCE 2744
ASSET GROUP 1603

RECEIPT INTO 1190-3835 hm
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

 TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

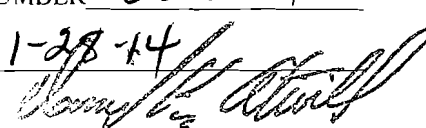
INDIVIDUAL _____

 TRADE AUCTION SEALED BIDS

 OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 30-2014

DATE APPROVED 1-28-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 4, 2013

FIXED ASSET TAG NUMBER: 00017893

DESCRIPTION CISCO CATALYST 2960
SWITCH ETHERNET

RECEIVED

OCT 07 2013

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

BOONE COUNTY AUDITOR

CONDITION OF ASSET: DOES NOT WORK

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GL Room 123*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 4/23/2012
ORIGINAL COST 43.25
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 hm

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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *Donna H. Atwell*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 4, 2013

FIXED ASSET TAG NUMBER: 00017892

DESCRIPTION CISCO CATALYST 2960
SWITCH ETHERNET

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: DOES NOT WORK

REASON FOR DISPOSITION: REPLACEMENT

RECEIVED

OCT 07 2013

BOONE COUNTY AUDITOR

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In 6C Room 123*

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 4/23/2012
ORIGINAL COST 1422.15
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 hm
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 4, 2013

FIXED ASSET TAG NUMBER: 00017488

DESCRIPTION CISCO CATALYST 2960
SWITCH ETHERNET

RECEIVED

REQUESTED MEANS OF DISPOSAL: SELL

OCT 07 2013

OTHER INFORMATION:

BOONE COUNTY AUDITOR

CONDITION OF ASSET: DOES NOT WORK

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123*

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 9/30/2010
ORIGINAL COST \$ 1422.15
ORIGINAL FUNDING SOURCE 2782
ASSET GROUP 1603

RECEIPT INTO 1190-3835 hm
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *Donna K. Atwell*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 4, 2013

FIXED ASSET TAG NUMBER: 00017487

DESCRIPTION CISCO CATALYST 2960
SWITCH ETHERNET

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: DOES NOT WORK

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123*

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 9/30/2010
ORIGINAL COST 413.25
ORIGINAL FUNDING SOURCE 2782
ASSET GROUP 1603

RECEIPT INTO 1190-3835 hm
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 30-2014

DATE APPROVED 1-28-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 4, 2013

FIXED ASSET TAG NUMBER: 00016695

DESCRIPTION CISCO AIRONET 1131
ACCESS POINT

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: DOES NOT WORK

REASON FOR DISPOSITION: REPLACEMENT

RECEIVED

OCT 07 2013

BOONE COUNTY AUDITOR

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123.*

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 12/31/08
ORIGINAL COST \$419.40
ORIGINAL FUNDING SOURCE 2741
ASSET GROUP 1603

RECEIPT INTO 1190-3835 hm
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 30-2014

DATE APPROVED 1-25-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : November 27, 2013

FIXED ASSET TAG NUMBER: 00014508

DESCRIPTION LEXMARK T520N
PRINTER LASER MONOCHROME

RECEIVED

REQUESTED MEANS OF DISPOSAL: SELL

DE 03 2013

OTHER INFORMATION:

BOONE COUNTY
AUDITOR

CONDITION OF ASSET: VERY POOR - PURCHASED IN 2002

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In GC Room 123*

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

DEPARTMENT: PROSECUTING ATTORNEY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE *11/20/2009*
ORIGINAL COST *\$ 1,214.18*
ORIGINAL FUNDING SOURCE *2731*
ASSET GROUP *1603*

RECEIPT INTO *1190-3835 AM*
TRANSFER CONFIRMED _____
LOC: *1261*

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER *30-2014*

DATE APPROVED *1-29-14*

SIGNATURE *[Signature]*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 28th day of January 20 14

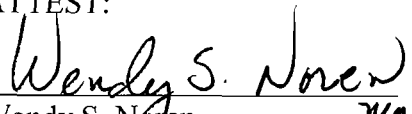
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Western States Contracting Alliance Cooperative Contract 1907 to purchase Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment from AT&T Mobility National Accounts, LLC.

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

Done this 28th day of January, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: January 15, 2014
RE: 1907 – Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment – Verizon

Purchasing requests permission to utilize the Western States Contracting Alliance (WSCA) cooperative contract 1907 to purchase Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment from AT&T Mobility National Accounts, LLC.

This agreement will replace the State of Missouri cooperative agreement C208026003 that we have currently been using. This is a non-exclusive Term and Supply contract that will be available County-wide.

cc: Purchasing Committee members
Contract File

**PURCHASE AGREEMENT FOR
WIRELESS VOICE SERVICE, WIRELESS BROADBAND SERVICE, ACCESSORIES AND
EQUIPMENT**

THIS AGREEMENT dated the 28th day of January 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **AT&T Mobility National Accounts LLC**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment** in compliance with all bid specifications and any addendum issued for the Western States Contracting Alliance (WSCA) contract #1907, State of Missouri Participating Addendum under the WSCA Wireless Communication Services and Equipment bid Number: RFP #S1907, Contractor's Special Terms and Conditions as well as Boone County Standard Terms and Conditions, and Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or WSCA bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the following order of precedence will control:

- a. *State of Missouri Participating Addendum*
- b. *The Master Service Agreement*
- c. *Contractor's Special Terms and Conditions*
- d. *WSCA RFP #1907*
- e. *Contractor's response*
- f. *This Agreement*

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment on an as needed basis.

Discount on Wireless Plans for Corporate Responsibility User (CRU):	25%
Discount on Wireless Plans for Individual Responsibility User (IRU):	17%
Discount on Equipment:	50%

3. **Contract Duration** - This agreement shall commence on **January 1, 2014 and extend through October 31, 2016** subject to the provisions for termination specified below.

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

31-2014

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

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

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

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

AT&T MOBILITY NATIONAL ACCOUNTS, LLC

BOONE COUNTY, MISSOURI

by [Signature]

by: Boone County Commission

title Sr. Contract Manager

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

[Signature]
Wendy S. Noren, County Clerk

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

[Signature]
Signature

1/15/2014
Date

County Wide Term and Supply
Appropriation Account

NO ENCUMBERENCE REQUIRED
TERM & SUPPLY

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
12. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

14. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



C208026002
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com 018566-GAW-CRT-13-14 : MPhill	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 70%;">INSURER A : Old Republic Insurance Co</td> <td></td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Old Republic Insurance Co		24147	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						
INSURED AT&T Mobility National Accounts LLC One AT&T Plaza 208 South Akard, Room 2731 Dallas, TX 75202																						

COVERAGES **CERTIFICATE NUMBER:** CHI-004837871-03 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MWZY 60244	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 25,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COM/OP AGG \$ 25,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB 21932	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 118473 00	08/01/2013	08/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: WSCA Contract #1907 - Wireless Service, Wireless Broadband Service, Accessories and Equipment.
 The County of Boone is included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured. General Liability insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance. General Liability contains a Cross Liability/Severability of Interest Clause but only to the extent dictated by policy terms, exclusions, and conditions. Waiver of Subrogation is provided for General Liability and Workers' Compensation as required by written contract and allowable by law.

CERTIFICATE HOLDER Boone County Attn: Amy Robbins 613 E. Ash Street, Room 109 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

AGENCY CUSTOMER ID: 018566

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED AT&T Mobility National Accounts LLC One AT&T Plaza 208 South Akard, Room 2731 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage evidenced applies to Subsidiaries of AT&T Inc., EXCLUDING Pacific Bell Telephone Company, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., The Southern New England Telephone Company and BellSouth Telecommunications, LLC, WITH THE EXCEPTION OF Workers' Compensation.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY****NOTICE OF CANCELATION TO CERTIFICATE HOLDERS**

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the insured first named in item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

(Please complete and return with Bid)

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

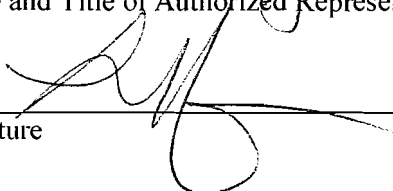
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Linda J. Cottingham - Sr. Contract Manager

Name and Title of Authorized Representative



Signature

12/19/13

Date

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #S1907**

PARTICIPANT: State of Missouri

This Participating Addendum (the "PA") is made this 13th day of June, 2012 (the "PA Effective Date"), between State of Missouri ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals

- 1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain Western States Contracting Alliance contract, #S1907, dated March 15, 2012, successor contract to that certain Western States Contracting Alliance contract number 1523, dated October 10, 2006, as amended, successor contract to that certain Western States Contracting Alliance contract number 10-00115, dated June 29, 2001, as amended (the "Contract").
- 1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of this PA.

Section 2. Agreement

- 2.1 In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA (the Contract and the PA, together with all Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities

- 3.1 Scope: This addendum covers the WSCA Wireless Communication Services and Equipment Contract lead by the State of Nevada for use by political subdivisions and universities of the State of Missouri. State agencies governed by Chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of the Division of Purchasing and Materials Management for the State of Missouri.
- 3.2 Participation: Use of specific WSCA cooperative contracts by political subdivisions and other entities (including cooperatives) and universities authorized by Missouri's statutes to use state contracts are subject to the approval of the Director of the Division of Purchasing and Materials Management for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing and Materials Management for the State of Missouri.

Section 4. Purchase Orders

- 4.1 Participating Entity(ies) must issue purchase orders hereunder that reference both Master Agreement #S1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. Notwithstanding the foregoing, purchase orders submitted that do not properly reference the Master Agreement number and/or the Participating Addendum may be accepted, at AT&T's sole discretion, if AT&T can reasonably ascertain that such purchase order was properly authorized and intended for use with the Participating Addendum. In such instances, the corresponding purchase order will be similarly valid and binding.

Section 5. Primary Contacts

Participant: State of Missouri

Name: Brent Dixon
Title: Buyer III
Address: P.O. Box 809
Jefferson City, MO 65102
Telephone: 573-751-4903
Fax Number: 573-526-9816
E-Mail: brent.dixon@oa.mo.gov

Lead State: State of Nevada

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Ste 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Contractor Account Team:

Name: Jeff Pohle
Title: Universal Account Manager
Address:

Telephone: (314) 210-9393
Fax Number: (314) 543-6474
E-Mail: jeff.pohle@att.com

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

Section 6. Authority

6.1 By signing below, the corresponding Party's representative represents that such person is duly authorized by Contractor or Participant, as applicable, to execute this PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous

7.1 **American Recovery and Reinvestment Act of 2009 ("ARRA").** If or when Contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the Participating Entity for payment. Contractor will provide the required report, if any, to the Participating Entity with the invoice presented to the Participating Entity for payment. Contractor, as it relates to purchases under the Contract, is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines, and assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 **Employee Benefit Program.** Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administration Fees

8.1 Participant and any and all other Participating Entities under this PA are hereby on notice of the following administration fees being paid by Contractor under the Contract.

- **WSCA.** Contractor has included in the price offered a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence

9.1 The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement; and (c) any Purchase Order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Entire Agreement

10.1 The Agreement sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement shall not be added to or incorporated herein by any subsequent purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

[TEXT ENDS HERE. SIGNATURE BLOCKS FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have executed this PA as of the PA Effective Date.

STATE OF MISSOURI

By: [Signature]
duly authorized

Name: JAMES MILUSKI

Title: DIRECTOR OF THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

Date: 6/14/12

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: [Signature]
duly authorized

Name: Linda J. Cunningham

Title: Contract Manager

Date: 6/13/12

MASTER SERVICE AGREEMENT

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

and

AT&T MOBILITY NATIONAL ACCOUNTS LLC

RECITALS

Whereas, pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium;

Whereas, WSCA issued Request for Proposal #1907 for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment, dated February 3, 2011, as amended, which is attached hereto and incorporated herein as Attachment BB (the "Solicitation");

Whereas, Contractor submitted its Response to the Solicitation, which is attached hereto and incorporated herein as Attachment CC (the "Response");

Whereas, on or about May 24, 2011, and in connection with the Solicitation, WSCA gave notice of its intent to award contracts to certain entities including Contractor (the "Notice of Intent to Award");

Whereas, WSCA and Contractor intend to enter into a contract in connection with the Solicitation and the Notice of Intent to Award that operates to both (a) set forth terms and conditions applicable between WSCA and/or the Lead State, and Contractor with respect to the overall procurement; and (b) set forth the primary, first-in-precedence terms and conditions applicable between Contractor and Participating Entities participating in the Contract.

In consideration of the above premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** The Master Service Agreement (aka the "Contract") shall not become effective until and unless approved by the WSCA Directors.

2. DEFINITIONS.

2.1 **“Contract” and “Master Service Agreement”** mean this document, entitled “Master Service Agreement,” including, without limitation, Contractor’s Special Terms and Conditions, as may be amended by the Lead State, and Contractor, together with other incorporated documents as more fully described in §5 herein.

2.2 **“Contractor”** means the vendor entity that, along with WSCA, is a party to the Contract and that performs services and/or provides goods for WSCA under the Contract.

2.3 **“Fiscal Year”** is the Lead State’s fiscal year, which is the period beginning July 1 and ending June 30 of the following year.

2.4 **“Participant” and/or “Participating State”** means a state or other authorized entity that (a) has executed a Participating Addendum; or (b) has signed (and not revoked) an Intent to Contract at the time of the award of this Contract.

2.5 **“Participating Addendum” and/or “PA”** mean an agreement between Contractor and a Participant, in form and substance substantially similar to Exhibit 1 to the Special Terms and Conditions, through which such Participant participates in the Contract.

2.6 **“Participating Entity” and/or “Buyer”** mean a Participant, Participating State or other entity properly authorized by a Participant to purchase services and products under the Contract, or that otherwise participates in the Contract through the corresponding Participating Addendum.

2.7 **“Special Terms and Conditions”** means Contractor’s additional terms and conditions, unique to Contractor with respect to its corresponding services and products, which are attached hereto and incorporated herein as Attachment AA.

2.8 **“State” and/or “Lead State”** means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307, and for purposes of this Contract, the Lead State is acting on behalf of WSCA with the authority to enter into, and amend the Contract.

2.9 **“Sub-PA”** means a document executed by a Participating Entity participating in an existing PA pursuant to which separate terms and conditions applicable only to that Participating Entity and other authorized entities.

2.10 **“Total Wireless Spend”** means, with respect to the WSCA Administration Fee, the total amount of the charges set forth on the invoices sent by Contractor to Participating Entities under the Contract, less taxes and surcharges.

2.11 **“WSCA”** means the Western States Contracting Alliance, a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e.,

colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

3. **CONTRACT TERM.** The Contract shall be effective from March 15, 2012 to October 31, 2016, (subject to the WSCA Directors' approval), unless sooner terminated by either Party as specified in paragraph 21 herein. Each Participating Addendum executed in connection with the Contract shall be effective from its corresponding effective date through the end of the Contract's term, unless otherwise specified in that Participating Addendum. Notwithstanding the foregoing, Contractor and the Lead State acknowledge and agree that Contractor may enter into a Participating Addendum with any Participant hereunder on or after this Contract's "effective from" date upon approval of the Lead State. Any such Participating Addendum so executed will be subject to the terms and conditions of this Contract.

4. **CANCELLATION; NOTICE.** The Contract may be canceled by either the Lead State or Contractor upon written notice sixty (60) days prior to the effective date of the cancellation. Cancellation of the Contract due to Contractor's default may be immediate. Further, any Participant may cancel its Participating Addendum upon thirty (30) days written notice to Contractor, unless otherwise limited or stated in the Participating Addendum. Any cancellation under this provision (a) may be in whole or in part; and (b) shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

5. **INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE.** The Contract consists of this document, entitled "Master Service Agreement," together with the following incorporated documents; Contractor's Special Terms and Conditions, the Solicitation, and the Response. The document entitled Master Service Agreement together with the Contractor's Special Terms and Conditions are intended by the Parties to be the primary Participating Entity-facing contractual document in connection with the Solicitation. To participate in the Contract, each Participating Entity must do so pursuant to a Participating Addendum. In the event of any conflict between the terms and conditions of any of the documents comprising or related to the Contract, the following order of precedence will control:

1. The applicable Participating Addendum and/or Sub-PA;
2. The Master Service Agreement;
3. Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Response (Attachment CC);
6. Any individual order placed on the Contract by a Participating Entity

Notwithstanding the foregoing, Contractor and WSCA expressly acknowledge and agree that the terms and conditions unique to the states of Arizona, Montana, Oregon, and Utah, which were included under Attachment K of the Solicitation, were for informational purposes only and are NOT incorporated into the Contract by inclusion in the Solicitation.

The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

6. [OMITTED]

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. [OMITTED]

9. [OMITTED]

10. [OMITTED]

11. **CONSIDERATION.** The parties agree that Contractor will provide the services and products specified in, and in accordance with the Contract. Contracted prices represent ceiling prices for the supplies and services offered. Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Participating Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the Contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. **PAYMENT.** Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. **TAXES.**

13.1 **Payable By Participating Entities.** Prices shall be exclusive of state sales and federal excise taxes. Participating Entities may be required to show proof of any tax exemptions. Where a

Participating Entity is not exempt from sales taxes on sales within its state, such Participating Entity will be liable for such taxes, and Contractor shall add the sales taxes on the billing invoice as a separate entry.

13.2 Payable by Contractor. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law for it to pay. The Lead State's applicable real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such applicable government obligations not paid by its subcontractors during performance of this Contract. The Lead State may set-off against consideration due any delinquent government obligation owed the Lead State in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING ENTITIES. Participating Entities' financial obligations are limited to such entities having available funds. Participants incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. To the extent described in the Response, Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. WSCA ADMINISTRATION FEE; REPORTS. The Contractor will pay WSCA an Administration Fee of $1/10^{\text{th}}$ of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Solicitation and Attachment G thereto. The Contractor shall submit quarterly reports to the WSCA Contract Administrator in accordance with the requisites of Attachment G to the RFP.

17. DELIVERY. The prices bid shall be the delivered price to any Participating Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Participating Entity except as to latent defects, fraud and Contractor's warranty obligations.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Participating Entity. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under the Contract shall be subject to inspection and test by the Participating Entity at times and places determined by the Participating Entity. If the Participating Entity finds goods furnished to be incomplete or in non-compliance with the Contract, the Participating Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Participating Entity, the Participating Entity may cancel

the order in whole or in part. Nothing in this paragraph shall adversely affect the Participating Entity's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

20.1 WSCA's Rights. The inspection and audit provisions of this §20.1 run to the benefit of WSCA, not to Participating Entities.

a. **Books and Records.** Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by the Contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the Lead State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum four (4) years after the Contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

20.2 Participating Entities' Rights. Contractor will provide each Participating Entity with reasonable access to Contractor's books and records related to the corresponding Participating Entity's payments and participation in the Contract.

21. DEFAULT; REMEDIES.

21.1. WSCA's Rights Upon Default. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the Contract: (1) nonperformance of contractual requirements under the Contract; and/or (2) a material breach of any term or condition of the Contract. In order to declare Contractor in default, WSCA shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Contract. If the default remains after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Contract or portions thereof; and/or (3) suspend Contractor from receiving future bid solicitations.

21.2 Participating Entity's Rights Upon Default. Any of the following events shall constitute cause for a Participating Entity to declare Contractor in default of the corresponding Participating Addendum or Sub-PA: (1) non-performance of contractual requirements; and/or (2) Contractor's material breach of any term or condition of the Participating Addendum or Sub-PA. In order to declare Contractor in default, a Participating Entity shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Participating Addendum. If the default remains after Contractor has been provided the opportunity to cure, the Participating Entity may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Participating Addendum, Sub-PA, or portions thereof.

21.3 No Cross Termination. Notwithstanding the foregoing, in the event of a default by Contractor hereunder, then (a) an individual Participating Entity may not terminate the Contract but, instead, may only terminate its own PA; (b) WSCA may not terminate an individual Participating Addendum or Sub-PA, except as a consequence of its termination of the Contract; and (c) a Participating Entity that is not (i) concurrently the Participant or Participating State under the corresponding Participating Addendum, or (ii) a party to a valid Sub-Participation Addendum, may not terminate the corresponding Participating Addendum or Sub-PA and, instead may only terminate any outstanding, unfilled purchase orders made in connection with the corresponding Participating Addendum or Sub-PA.

21.4 Post-Termination Issues. In the event of termination of the Contract or a Participating Addendum for any reason, the parties agree that the provisions of this paragraph survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under the Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA or a Participating Entity;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

d. Contractor shall preserve, protect and promptly deliver into WSCA's possession all of WSCA's proprietary information in accordance with paragraph (31).

22. REMEDIES NON-EXCLUSIVE. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. The Lead State may set off consideration against any unpaid obligation of Contractor to Lead State in accordance with NRS 353C.190, or the applicable Participating Addendum. A Participating Entity's right of set-off shall be in accordance with the law of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

23. LIMITED LIABILITY. The Lead State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of Contractor, WSCA, the Lead State, and/or any and all Participating Entities shall not be subject to punitive damages. In no event shall Contractor be liable for inability of users to access 911 or E911 service. In no event shall either Contractor, WSCA, the Lead State and/or any and all Participating Entities be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and which arise out of any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages, and in no event shall either party be liable to the other party for punitive damages.

24. FORCE MAJEURE. Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

25.2 Contractor's Obligations to Participating Entities. The Contractor shall release, protect, indemnify and hold Participating Entities and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers and agencies.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's required insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements. Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Entity.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:
 - \$25,000,000.00** General Aggregate
 - \$25,000,000.00** Products & Completed Operations Aggregate
 - \$5,000,000.00** Personal and Advertising Injury
 - \$5,000,000.00** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$Waived** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the Contract
- 3) Discovery period: Three (3) years after termination date of Contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$Waived** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention shall be at the sole risk of the Contractor.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled or non-renewed, and shall provide that notices required by this paragraph shall be sent by mail to the address identified on page 1 of the Contract.

- f. Approved Insurer: Each insurance policy shall be:
- 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise.

Mail all required insurance documents to the Lead State identified on page one of the Contract

27. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.

28. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. **SEVERABILITY.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

30. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or

delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator, which approval shall not be unreasonably withheld.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of Contractor's obligations under this Contract (collectively, the "Specially Prepared Proprietary Information") shall be the exclusive property of WSCA and all such Specially Prepared Proprietary Information, that has not already been delivered into WSCA's possession, shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. For purposes of this delivery obligation, Contractor shall provide the Specially Prepared Information to the Lead State. Contractor shall not use, willingly allow, or cause to have such Specially Prepared Information used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Notwithstanding the foregoing, unless otherwise specifically stated in the Contract, neither WSCA nor any Participating Entities shall have any proprietary interest in any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, any pre-existing works or materials, or any materials licensed to WSCA (or otherwise provided for WSCA's use) that are NOT specifically prepared by Contractor for WSCA in performance of Contractor's obligations under this Contract, whether such materials are subject to patent, trademark or copyright protection or otherwise.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Lead State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Lead State for honoring such a designation. The failure to so label any document that is released by the Lead State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

The above provision applies to WSCA and the Lead State, and does not inure to the benefit of Participating Entities. Information or documents produced or received by a Participating Entity in connection with participation in this Contract shall be subject to the public records laws of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

34. CONFIDENTIALITY. Contractor shall comply with applicable laws with respect to confidentiality of all information, in whatever form, produced, prepared, observed or received by

Contractor in connection with the Contract. Unless otherwise mandated by court order, or unless otherwise required by applicable law, Contractor shall keep confidential all information observed or received by Contractor in connection with the Contract to the extent that such information is made confidential under the terms of this Contract.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, §67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. **NON-COLLUSION.** Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. **WARRANTIES.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. Except as specifically set forth above, Contractor makes no representations or warranties, express or implied, and specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title, non-infringement or any warranty arising by usage of trade or course of dealing. Further, Contractor makes no representation or warranty that wireless calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number), or guarantee regarding network security, the encryption employed by any service, the integrity of any data that is sent, backed up, stored or subject to load balancing, or that contractor's security procedures will prevent the loss or alteration of, or improper access to, a Participating Entity's data and information. Contractor does not authorize anyone to make a warranty of any kind on its behalf, and Participating Entities should not rely on anyone making such statements. Contractor is not the manufacturer of equipment purchased by or provided to participating entities in connection with use of the service.

40. **CONFLICT OF INTEREST.** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA Participating Entities to any officer or employee of WSCA or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective Participating Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the Participating Entities, except as expressly set forth herein.

42. **POLITICAL SUBDIVISION PARTICIPATION.** Participation under this Contract by authorized political subdivisions shall be voluntarily determined by the corresponding political subdivision. Contractor agrees to provide products and services to such political subdivisions based upon the same terms, conditions and prices set forth in the corresponding Participating Addendum.

43. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract, a Participating Addendum, and/or order, as applicable, on behalf of the corresponding party has full power and authority to do so. Contractor acknowledges that as required by statute or regulation the Contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the Contract. Except as otherwise provided herein, any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. **GOVERNING LAW; JURISDICTION.**

44.1 **Lead State.** The parties acknowledge and agree that with respect to Contractor and the Lead State and/or WSCA, the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

44.2 **Participating Entities.** The construction and effect of any Participating Addendum or order against the Contract shall be governed by and construed in accordance with the laws of the corresponding Participating Entity. Venue for any claim, dispute or action concerning an order placed against the Contract or the effect of a Participating Addendum shall be in the Participating Entity's State.

45. **SIGNATURES IN COUNTERPART.** The Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.


46. **AMENDMENTS.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract administrator. Each Participating Entity expressly acknowledge and agree that it will be bound by the terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. **ENTIRE CONTRACT.** This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete

terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. **ENTIRE CONTRACT.** This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.



Independent Contractor's Signature


AT-T

Date Independent Contractor's Title

Signature

Director of Contracts

Date Title



Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

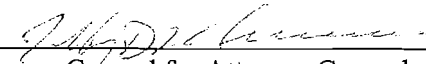
On 3-14-12

(Date)

On _____

(Date)

Approved as to form by:



Deputy Attorney General for Attorney General

On 14 Mar 12

(Date)

ATTACHMENT AA
SPECIAL TERMS AND CONDITIONS

[IMMEDIATELY FOLLOWS THIS PAGE]

ATTACHMENT AA

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

SECTION 1. SERVICE, EQUIPMENT, AND ADDITIONAL PRODUCTS; SALES INFORMATION.

1.1 Service. Contractor, through Carriers, will provide Service to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Sales Information. Except as otherwise set forth in the Contract, Service including, without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or Service Areas is subject to change without notice; provided, however, that the Service Discount and Equipment Discount may only be changed by written amendment executed by both Parties. End Users must qualify for the chosen Service. If an End User loses his or her eligibility for a Service, Contractor may change the Service to one for which they qualify. Service is available for purchase only in Contractor Markets, as may be modified by Contractor from time to time.

1.1.1 Plans. Participating Entities may choose from (a) Voice Service and Wireless Data Service Plans found at the "Plans" page of the Program Website, as may be modified by Contractor from time to time; and (b) custom Plans set forth in the Contract. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed.

1.2 Equipment. Contractor will provide Equipment and accessories to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Sales Information. With respect to Numbers provisioned from Contractor Markets, Participating Entities may purchase available Equipment found at the "Equipment" page of the Program Website, the list of which may be modified by Contractor from time to time. Specific models of Equipment are subject to availability limitations. Subject to availability, and Contractor's receipt of complete order information, Contractor will ship Equipment ordered by a Participating Entity and/or its End User to the address specified in the order within seventy-two (72) hours of Contractor's receipt of the order. Title and risk of loss will pass to Participating Entity upon delivery of the Equipment to the address specified in the order. Each Participating Entity is responsible for all phones and other Equipment containing a SIM assigned to it and/or its CRUs under such Participating Entity's account. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. Each Participating Entity is responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from PCs required to use the Service. Equipment not purchased from Contractor or its authorized distributors (a) may not provide some or all of the features included in the Service; and (b) may not allow use of features and functions when off of Contractor's wireless network, including those that work while on Contractor's wireless network, and CALLS TO 911 MAY NOT GO THROUGH ON ANY NETWORK. Contractor may periodically program a Participating Entity's Equipment remotely with system settings for roaming service, to direct such Participating Entity's Equipment to use network services most appropriate for its CRUs' typical usage, and other features that cannot be changed manually. Equipment purchased for use on Contractor's system is designed for use exclusively on such system. Participating Entities and their CRUs won't make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. Contractor may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. Participating Entities are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when their CRUs are traveling internationally with Equipment. Call timers included in the Equipment are not an accurate representation of actual billed usage.

1.3 Additional Products. Contractor may provide Additional Products to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Attachments and/or Sales Information, all of which are incorporated herein by reference. To the extent a Participating Entity orders or accepts any Additional Product, such Participating Entity will be bound by the rates, terms and conditions set forth in the corresponding Attachment and/or Sales Information. In the event Contractor materially modifies an Attachment, a Participating Entity may opt out of the corresponding Additional Product by providing Contractor with written notice to that effect. If such Participating Entity provides such opt-out notice, then Contractor has the option of terminating the corresponding Additional Product immediately, or allowing the Participating Entity to continue to use the Additional Product under the immediately prior version of the Attachment for a period of time to be determined solely by Contractor, during which Contractor and the Participating Entity will cooperate on developing a path towards terminating Participating Entity's use of the

Additional Product. Contractor represents that, with respect to the Additional Products, Contractor has the authority (a) to sell, resell, sub-license such Additional Products; and/or (b) distribute the corresponding software license agreements, warranty and/or maintenance service terms, as applicable. Title to any software referred to herein remains with Contractor or the corresponding third party.

1.4 Sales Information; Attachments. Service, Equipment and Additional Products are provided to Participating Entities subject to the terms and conditions set forth in the corresponding Attachments and/or Sales Information, as applicable; provided, however, that all such Service, Equipment and Additional Products remain subject to the terms and conditions of the Agreement as well. Participating Entities can contact their Contractor account representative for copies of, or references to any such Sales Information. Any provisions in Sales Information or an Attachment governing Service, Equipment or an Additional Product which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of the Contract.

SECTION 2. DISCOUNTS.

2.1 Service Discount. Contractor will provide Participating Entities' CRUs with a Service Discount of TWENTY-FIVE PERCENT (25%). Contractor will provide Participating Entities' IRUs with a Service Discount of SEVENTEEN PERCENT (17%). Contractor will only apply the Service Discount to the Monthly Service Charge of eligible Plans. Contractor will not apply the Service Discount to other monthly service charges such as monthly recurring charges for features, and/or any other charges under the Contract. Contractor may restrict certain Plans or certain other discount programs from qualifying for the Service Discount. Contractor will advise WSCA when such restrictions apply. It may take several billing cycles for the Service Discount to be applied.

2.2 Equipment Discount; Accessories. Subject to the restrictions set forth in this §2.2, Contractor will provide Participating Entities with an Equipment Discount of FIFTY PERCENT (50%) off the prices of select Equipment found at the "Equipment" page of the Program Website, as may be modified by Contractor from time to time. Contractor will apply the Equipment Discount only to the prices set forth on the corresponding Program Website page. The Equipment Discount does not apply to accessories to Equipment. Instead, Contractor will provide a discount of THIRTY PERCENT (30%) off the price of such accessories found at each Participating Entity's corresponding Premier website. Contractor will only provide Equipment with Service activated. The Equipment Discount will not apply to upgrade purchases and may not be combined with any other equipment offer.

2.3 Custom Offers. Notwithstanding anything to the contrary elsewhere in the Contract, WSCA expressly authorizes Contractor to make certain customized offers to individual Participating Entities based on competitive necessity. Any such custom offers do not need to be provided to all Participating Entities; provided, however, that Contractor will consider providing such customized offer(s) to similarly situated Participating Entities under the Contract.

SECTION 3. EMPLOYEE BENEFIT PROGRAM. Contractor will provide Participating Entities the ability to have their Employees participate in the Employee Benefit Program described herein. Such Employees will be IRUs under the Contract, and must be correspondingly validated as eligible to be an IRU thereunder. Any Employees not so validated will not be IRUs under the Contract and will not receive the corresponding benefits. IRUs may not be eligible for certain Plans, Equipment and/or Additional Products under the Contract.

3.1 Employee Benefit Program Activation Processes and Procedures. Each IRU participating in the Employee Benefit Program: (a) must enter into, and be individually responsible for complying with an IRU Service Agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by Contractor from time to time, including without limitation paying any applicable enrollment fees.

3.2 Employee Benefit Program Features. Under the Employee Benefit Program: (a) IRUs may choose from select Plans available to Participating Entities under the Contract (provided they qualify for the chosen Plan); (b) IRUs will receive the Service Discount in accordance with §2.1 of these Special Terms and Conditions; and (c) IRUs will receive the Equipment Discount in accordance with §2.2 of these Special Terms and Conditions.

SECTION 4. CHARGES AND PAYMENT.

4.1 Charges.

4.1.1 Generally. Monthly service and certain other charges are billed in arrears. Unless otherwise provided in the corresponding Sales Information, if a selected Plan includes a predetermined allotment of services (e.g., a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. If Equipment is shipped to Participating Entity or a CRU, Services may be activated before delivery of the Equipment so that it can be used promptly upon receipt. Thus, Participating Entity may be charged for Services while the Equipment is still in transit. Contractor may bill Participating Entity in a format as Contractor determines from time to time. Additional charges may apply for additional copies of invoices. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from "Anytime" monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against Participating Entity's "Anytime" monthly minutes in the month in which the calls appear on the corresponding bill. Participating Entity also remains responsible for paying the Monthly Service Charge if Service is suspended for nonpayment. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Contractor may make reasonable adjustments and prorations. Service charges may differ by Service Area. Particular services may incur charges in a different manner than set forth herein, and Contractor will advise Participating Entity of any such differences in the corresponding Attachment and/or Sales Information.

4.1.2 Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. CONTRACTOR CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with Contractor's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by Contractor's facilities and the call disconnect signal has been confirmed. All outgoing calls on Contractor's wireless network for which Contractor's systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may (a) include time for Contractor to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of Contractor's facilities, including by way of example, voice mail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

4.1.3 Wireless Data Service Charges. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. CONTRACTOR CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. Utilizing compression solutions may or may not impact the amount of kilobytes calculated for data transport. For Wireless Data Service that

permits Voice Service usage at pay per use rates, airtime and other measured usage will be billed in full minute increments and rounded up to the next full minute increment at the end of each call. Participating Entity is responsible for all Wireless Data Service usage sent through Contractor's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. Data sent and received includes, but is not limited to, downloads, email, overhead and software update checks. If Participating Entity or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every 24 hours. Contractor's system will then create a billing record representing (a) the Wireless Data Service usage for each data gateway or service accessed (e.g. WAP, RIM) while on Contractor's wireless network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage. Usage on networks not owned by Contractor is limited as provided in the corresponding Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on Contractor's wireless network and the wireless networks of other companies with which Contractor has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

4.1.4 Other Monthly Charges. In addition to the monthly cost of the Plan and any selected features, Contractor imposes the following charges: (a) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on Contractor. These fees are not taxes or government-required charges. Participating Entity understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon Participating Entity, may be increased based upon the government's or Contractor's calculations.

4.1.5 Disputed Charges. Except as otherwise provided by law with respect to unauthorized charges, disputed charges must be disputed to Contractor in writing within six (6) months after the date of the affected invoice, or the right to dispute is waived. In the event of a disputed invoice, Participating Entity will pay the entire undisputed amount of the invoice. Contractor, Participating Entity and Carriers will use their good faith efforts to reconcile the dispute within sixty (60) days of submission of the dispute to Contractor.

4.2 Payment. Each Participating Entity must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, optional feature charges, license fees, toll, collect call and directory assistance charges, Service charges, Equipment charges, Additional Products charges, and any other charges or calls billed to its CRUs' phone number. Participating Entities may be billed for multiple types of usage simultaneously. Participating Entities must also pay applicable taxes and governmental fees (regardless of whether they are imposed on Participating Entity, a CRU, Contractor or a Carrier), administrative and late payment fees, restoral and reactivation charges, and any Other Monthly Charges (as defined in §4.1.4 herein). For any termination (including when a Number is switched to another carrier), Participating Entity will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due upon receipt of the invoice. Contractor acknowledges that in certain instances, a Participating Entity may be tax-exempt. Contractor will accord the proper tax-exempt stats to each Participating Entity that properly establishes such status. Notwithstanding this tax-exempt status, each Participating Entity must pay any and all taxes, fees, surcharges and other charges incurred under the Contract not covered by its tax-exempt status.

SECTION 5. MISCELLANEOUS.

5.1 Service Availability/Interruption. Service will be available only within the operating range of each Carrier's wireless system in Contractor Markets and where roaming is available through other carriers (each, a "Service Area"). Contractor may from time to time add or delete Service Areas, and Contractor may terminate Service to a Participating Entity(ies)' CRU(s) in any such deleted Service Area and/or terminate a Participating Addendum, if the Service Area deletion affects all of a Participating Entity(ies)' CRUs. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, Contractor does not guarantee uninterrupted Service. Unless prohibited by law, Service may

be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. Contractor may block access to certain categories of numbers (e.g., 976, 900 and international destinations) at its sole discretion. In addition, Contractor may interrupt or terminate Service without notice: (a) for any conduct that Contractor believes violates the Contract or any terms and conditions of a Plan; (b) if a Participating Entity's representative or CRU behaves in an abusive, derogatory, or similarly unreasonable manner with any of Contractor's representatives; and/or (c) if Contractor has reasonable cause to believe that a CRU's Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect the Service, Contractor's owned network or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by other customers, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk or a violation of privacy.

5.2 Processes and Procedures. Participating Entity will follow the policies and processes established by Contractor to purchase, activate, migrate, terminate, or otherwise modify a Service, including without limitation AT&T Mobile Services and Equipment, as may be modified from time to time. Participating Entity authorizes Contractor to provide information about and to make changes to Participating Entity's account, including adding new Service, upon the direction of any individual representative of Participating Entity able to provide information Contractor deems sufficient to identify Participating Entity. Any order for Service that Participating Entity's representative submits to Contractor will be binding upon Participating Entity pursuant to the terms and conditions of this Contract. Contractor may reasonably rely on the authority of any person who executes an order on Participating Entity's behalf. Participating Entity consents to the use by Contractor or its authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact Participating Entity and/or its CRUs to advise Participating Entity and/or its CRUs about Contractor's Services or other matters Contractor believes may be of interest to Participating Entity and its CRUs. In any event, Contractor reserves the right to contact Participating Entity and/or its CRUs by any means regarding customer service-related notifications, or other such information.

5.3 Identification and Password. Before Participating Entity may use certain Contractor online activation, enrollment, configuration and/or support services, an authorized representative of Participating Entity must register with Contractor and create a login identification ("ID") and password. Use of this login ID and password will enable Participating Entity and/or its employees and agents to make certain changes to Participating Entity's and/or CRUs' account(s). Participating Entity is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by Participating Entity, or issued to Participating Entity by Contractor, for purposes of giving Participating Entity access to activation, enrollment, configuration and support services. Contractor is entitled to rely on information it receives from Participating Entity or its agents and may assume that all such information was submitted by or on behalf of Participating Entity.

5.4 Fraud Prohibited. Participating Entity and its respective CRUs and IRUs (if applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If Participating Entity's Equipment is lost or stolen, Participating Entity and/or its CRUs can report the Equipment as lost or stolen and suspend Service without a charge by contacting Contractor at the phone number listed on the monthly invoice or at wireless.att.com. Participating Entity is responsible for all charges incurred until Participating Entity or its CRU reports the theft or loss to Contractor except as otherwise provided by law, and Participating Entity remains responsible for complying with all other obligations under this Contract including, but not limited to, paying the Monthly Service Charge while the Equipment is suspended. Any Carrier may cancel Service to any Number if Contractor or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner. Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give Participating Entity notice of its intent to cancel. In the event Participating Entity instructs the Carrier to retain Service, Participating Entity will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number; provided, however, that Participating Entity will not be liable for IRUs' charges under any such circumstance. Additionally, Participating Entity agrees to adopt, at no additional charge to Participating Entity, any reasonable fraud prevention or fraud reduction processes or products recommended by Contractor or, if not adopted by Participating Entity, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

5.5 Acceptable Use; Restrictions Regarding Service. All use of Contractor's wireless network and Service is governed by Contractor's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by Contractor. Contractor can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information.

5.6 Ownership. Except as otherwise provided by law, Participating Entity has no property rights to any Number and Contractor may change any such Number with reasonable notice to the End User. Contractor owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by Contractor in the provision of Service to Contractor customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require Contractor to maintain control over any transmitting device that operates within Contractor's assigned frequencies. Neither Participating Entity nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on Contractor's wireless network or frequencies without Contractor's prior written approval.

5.7 Content. Participating Entity is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of Contractor's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of Contractor's systems ("Content"). Participating Entity has sole responsibility for any losses resulting from Participating Entity's or CRUs' downloading, access to, or use of any third-party Content, or from Participating Entity's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, Contractor may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.

5.8 Location-Based Services. Contractor collects information about the approximate location of Equipment in relation to Contractor's cell towers and the Global Positioning System ("GPS"). Contractor uses that information, as well as other usage and performance information also obtained from Contractor's network and the Equipment, to provide Voice Services and Wireless Data Services and to maintain and improve Contractor's network and the quality of customers' wireless experience. Contractor may also use location information to create aggregate data from which End Users' personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. Contractor may collect and use location information from their Equipment. The Equipment is also capable of purchasing and using optional goods, content and services (at Participating Entity's request or the request of a CRU on Participating Entity's account) offered by Contractor or third parties that make use of the Equipment's location information ("Location-Based Services"). Participating Entity should review, and will advise all of its CRUs to read, the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Participating Entity and its CRUs may refer to Contractor's privacy policy at att.com/privacy for additional details

5.9 Participating Addenda. Contractor may use the template Participating Addendum attached hereto and incorporated herein as Exhibit 1, with Participating Entities under the Contract. The parties expressly acknowledge and agree that immediately upon execution of the Contract, Contractor may begin signing new Participating Entities onto Participating Addenda under this Contract, and may begin migrating existing Participating Entities onto new Participating Addenda.

5.10 Definitions. In addition to terms defined elsewhere in the Contract, these terms have the following meanings in the Contract:

5.10.1 "Additional Products" means products, services, features, offers, promotions, software applications, hardware, Equipment, accessories, and/or programs offered by Contractor and/or third parties, other than Voice Service, Wireless Data Service, and certain Equipment and accessories.

5.10.2 "Affiliate" means and includes legal entities controlling or controlled by or under common control with Contractor.

5.10.3 "Attachment" means Contractor's terms and conditions posted on the Program Website, applicable to corresponding Service, Equipment and/or Additional Product available under the Contract, as such terms and conditions may be modified by Contractor from time to time, all of which are incorporated herein by this reference.

5.10.4 "Contractor Markets" means a geographic area served by Affiliates under common control with Contractor.

5.10.5 "CRU" and "Corporate Responsibility User" mean an Employee receiving Service under Participating Entity's account.

5.10.6 "Employees" means Participating Entity's or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment.

5.10.7 "End Users" means CRUs and IRUs, collectively.

5.10.8 "Equipment Discount" means a discount on select Equipment found at the Program Website, as described in this Program Description.

5.10.9 "IRU" and "Individual Responsibility User" mean an Employee receiving Service under an individual account in accordance with the Sponsorship Program.

5.10.10 "IRU Service Agreement" means a separate two-year agreement between an IRU and Contractor for Service, Equipment and related matters.

5.10.11 "Monthly Service Charge" means a Plan's monthly wireless access charges (i.e., the set fee charged monthly for use of a particular Plan).

5.10.12 "Number" or "Identifier" means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

5.10.13 "Plan" means a Contractor Voice Service, Wireless Data Service or other rate plan as set forth in the Contract or Sales Information.

5.10.14 "Program Website" means that certain website found at www.att.com/wscaterms, together with all applicable content found thereon, all of which is incorporated into the Contract by this reference.

5.10.15 "Sales Information" means Contractor's printed and/or on-line marketing-related materials applicable to Service, Plans, Equipment, Additional Products provided under the Contract, as such materials may be modified by Contractor from time to time, all of which are incorporated herein by this reference.

5.10.16 "Service" means commercial mobile radio services (including, without limitation, Voice Service, Wireless Data Service), and Additional Products provided by Contractor pursuant to the Contract.

5.10.17 "Service Discount" means a monthly discount on eligible Service, applied to an End User's Monthly Service Charges as described in this Program Description.

5.10.18 "Voice Service" means wireless voice telecommunications services.

5.10.19 "Wireless Data Service" means wireless data telecommunications services.

AT&T MOBILITY NATIONAL ACCOUNTS, LLC

7229 PARKWAY DRIVE

DUNS: 604061460 CAGE Code: 44EC8

HANOVER, MD, 21076-1317

Status: Active

UNITED STATES

Entity Overview

Entity Information

Name: AT&T MOBILITY NATIONAL ACCOUNTS, LLC
Doing Business As: AT&T MOBILITY
Business Type: Business or Organization
POC Name: Kelly Yarborough
Registration Status: Active
Expiration Date: 06/07/2014

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1278.20131018-1401

WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 28th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby award bid 50-18DEC13 – Freightliner Mechanic Services & OEM Parts Term & Supply to Columbia Freightliner Sales of Columbia, MO.

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

Done this 28th day of January, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Jarret M. Thompson
Jarret M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: January 21, 2014
RE: 50-18DEC13 – Freightliner Mechanic Services & OEM Parts Term and Supply

50-18DEC13 – Freightliner Mechanic Services & OEM Parts Term and Supply opened on December 18, 2013. One bid was received and Public Works recommends award by low bid to Columbia Freightliner Sales of Columbia, MO.

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, account 60200 – Equipment Repairs / Maintenance.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

**50-18DEC13 - Freightliner Mechanic Services & OEM Parts
Term & Supply**

BID TABULATION			Columbia Freightliner Sales
4.7.1.	ITEM	DESCRIPTION	UNIT PRICE
	1	Material/Parts (Discount off of List)	35%
	2	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$105.00
	3	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$105.00
	4	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$105.00
	5	located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	Hourly
4.9.	Observed Holidays		Thanksgiving, Christmas Eve, Christmas Day, New Years Day
4.10.1.	Maximum Percentage Increase for 2nd Renewal Period		3%
4.10.2.	Maximum Percentage Increase for 3rd Renewal Period		3%
4.10.3.	Maximum Percentage Increase for 4th Renewal Period		3%
4.12.	Coop Purchasing (Y or N)?		N
Notes:			

No Bids

**PURCHASE AGREEMENT
FOR
FREIGHTLINER MECHANIC SERVICES &
OEM PARTS TERM & SUPPLY**

THIS AGREEMENT dated the 28th day of January 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Columbia Freightliner Sales**, 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 **Freightliner Mechanic Services and OEM Parts**, County of Boone Request for **Freightliner Mechanic Services and OEM Parts Term & Supply**, bid number **50-18DEC13**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **December 11, 2013** and executed by **Bob Burch** 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, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2014 and extend through December 31, 2014** and **may be automatically renewed for up to an additional three (3) one-year periods** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **OEM Freightliner Mechanic Services** at the rates submitted in their bid response **and OEM Parts at a 35% discount off list price**. Items/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 County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Public Works Department, 5551 Tom Bass Rd., Columbia, MO 65201. 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 correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; 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

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

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

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

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

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

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

COLUMBIA FREIGHTLINER

by Bob Burch
 title Vice President
 address 1660 Trade Rd.
Columbia Mo. 65201

BOONE COUNTY, MISSOURI

by: Boone County Commission
Daniel K. Atwell
 Daniel K. Atwell, 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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

June E. Pitchford
 Signature by ag

1/17/14
 Date

2040 / 60200 Term and Supply
No Encumbrance Required
 Appropriation Account



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2014

PRODUCER (913)322-2800 FAX: (913)322-2801

The Sloan Agency
P O Box 8318

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Prairie Village KS 66208

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: The Phoenix Insurance Company 25623

Kansas City Freightliner Sales, Inc.,
DBA COLUMBIA FREIGHTLINER SALES

INSURER B: The Travelers Indemnity Co of 25682

1660 Jade Rd

INSURER C: St Paul Fire & Marine

Columbia MO 65205

INSURER D: Trav Casualty Ins Co of Am

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	Y6306284P479PHX13	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GENL AGGREGATE LIMIT APPLIES PER:				
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
B	X	GARAGE LIABILITY	GA6284P47913CAG	3/1/2013	3/1/2014	AUTO ONLY - EA ACCIDENT \$
		<input checked="" type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ 1,000,000 AGG \$ 3,000,000
C	X	EXCESS / UMBRELLA LIABILITY	ZUP12S4961813NF	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE				
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YFUB6284P47913	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is included as Additional Insured.

CERTIFICATE HOLDER

(573) 886-4390

Boone County Purchasing
616 E Ash
Rm 109
Columbia, MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Patty Winter/PJW

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Wade Fitzpatrick Parts Manager
Name and Title of Authorized Representative

Wade Signature 5-30-13 Date

May 22, 2013

4. **Response Form**

- 4.1. Company Name: COLUMBIA FREIGHTLINER SALES
- 4.2. Address: 1660 JADE ROAD
- 4.3. City/Zip: COLUMBIA MO 65201
- 4.4. Phone Number: 573-886-0188
- 4.5. Fax Number: 573-886-0144
- 4.6. Federal Tax ID: 48-0862574
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **Mechanic Repair Work:** We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (to include plus %) DISCOUNT OFF LIST	35 %
	2.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ 105.00 /hour
	3.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ 105.00 /hour
	4.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ 105.00 /hour
	5.	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$ HOURLY /mile
4.8.	Emergency Twenty-Four Hour Service Contact:		
	Name: <u>TRAVIS GLADBACH/SHAWN BLAIR</u>		
4.8.1.	Telephone Number: <u>573-289-5281/573-473-0882</u>		
	Holidays: Contractor shall list the holidays observed by their company: <u>THANKSGIVING/CHRISTMAS EVE/CHRISTMAS DAY/NEW YEARS DAY</u>		
4.9.			

4.10. Maximum Percentage Increase for Renewal Periods

- 4.10.1. 3 % 2nd Year
- 4.10.2. 3 % 3rd Year
- 4.10.3. 3 % 4th Year

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

4.11.1. Today's Date: 12/11/2013

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

Yes No

4.12.1. Authorized Representative (Sign By Hand):



4.12.2. Type or Print Signed Name:

BOB BURCH--GENERAL MANAGER

EXHIBIT A

PRIOR EXPERIENCE

(Bidder must have satisfactorily completed or currently maintained three (3) heavy equipment repair service contracts in the last three (3) years)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

EXHIBIT B

CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before the bid will be considered. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

I. Name, address and phone number of principal business office which Contract will be administered from:

II. Number of years Bidder has been engaged in heavy equipment/truck maintenance business:

III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof).

EXHIBIT C

BOONE COUNTY FREIGHTLINER TRUCK INVENTORY

(The following section is for informational purposes only. No dollar figures are required in this section.)

<u>DESCRIPTION/VIN</u>	<u>INTERNAL VEHICLE ID NUMBER</u>	<u>MODEL YEAR</u>
114SD – 3ALHG3DV1EDFN8595	1716	2014
114SD – 3ALHG3DVXEDFN8594	1718	2014
114SD – 1FVHG3DV8CDBN0545	1724	2012
114SD – 3ALHG3DV3EDFN8596	1732	2014
114SD – 1FVHG3DV6CDBN0544	1734	2012
114SD – 1FVHG3DV8CDBN0546	1735	2012
114SD – 1FVHG3DV1CDBN0547	1736	2012
114SD – 1FVHG3DV1CHBL5944	1767	2012
114SD – 1FYHG30Y3CHBL5945	1768	2012
M2 - 1FVACYCY4EHFL3559	1728	2014
114SD – 1FVAG3BS1DHFF1130	1777	2013

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

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

County of _____)

)ss

State of _____)

My name is _____. I am an authorized agent of _____

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

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

 Affiant

 Date

 Printed Name

Subscribed and sworn to before me this ___ day of _____, 20__.

 Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



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

"No Bid" Response Form

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

"NO BID RESPONSE FORM"

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

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

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

Bid: 50-18DEC13- Freightliner Mechanic Services & OEM Parts Term & Supply

Business Name: _____

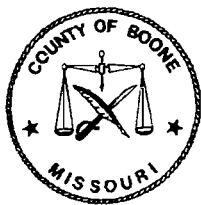
Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



Request for Bid (RFB)

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

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **50-18DEC13**
Commodity Title: **Freightliner Mechanic Services & OEM Parts Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, December 18, 2013**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, December 18, 2013**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Exhibit B **Contractor Qualification Statement**
- Exhibit C **Boone County Freightliner Truck Inventory**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Individual Bidder Affidavit**
- Debarment Certification**
- Standard Terms and Conditions**
- “No Bid Response” Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any

- resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2014 through December 31, 2014** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Freightliner Mechanic Repair Services & provide OEM Freightliner Parts** for the Boone County Public Works Department.
 - 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
 - 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.6. **REPAIR LOCATIONS** – Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201, Contractor Service Center, and service calls provided to heavy equipment at various locations within Boone County – Missouri.
 - 2.7. **GENERAL CONDITIONS**
 - 2.7.1. **Background Information:** The maintenance and repair of heavy equipment and trucks is currently performed at a central maintenance garage facility within the Boone County Public Works Department. This *Request for Bid* is intended to secure the services of an experienced Contractor to provide repair service as requested by the Boone County Public Works Department on an "as required" basis. The intent is for the Contractor to provide mechanic repair service when Boone County mechanics are not available or the work is such that additional mechanics are required. This bid includes an hourly charge for service provided at the maintenance garage facility and a mileage charge that will be paid in addition to the hourly mechanic charge for service calls provided to various equipment located within the County. The list of potential heavy equipment under this contract is attached as *Exhibit C*. Other equipment may be added throughout the year.
 - 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the contract prices resulting from this *Request for Bid*. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the contract prices.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.3.1. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3.2. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Public Work's Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.
- 2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided mechanic repair service of heavy equipment within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.
- 2.7.6.1. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.6.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County location where equipment repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.7.1. Invoices should be submitted to Boone County Public Works department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is

Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201.

- 2.7.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.
- 2.8.2. All County calls for service must be returned within two (2) hours of initial telephone call.
- 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. For **non-emergency call-out**, the Contractor should be on site to perform repairs within 48 hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. For **emergency call-out**, the contractor shall verbally respond to requests for emergency services within two hours and be on site to perform repairs within four hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24 hour, seven day a week basis if deemed necessary by the Boone County Authorized Representative.
- 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.8.5. **Road Calls:** The Contractor shall provide emergency road service calls for the County's heavy equipment and dump truck fleet. The Contractor shall have persons on call to expeditiously handle equipment and truck breakdowns.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Boone County Authorized Representative shall be consulted.
- 2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County

including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

- 2.8.10. **Materials/Parts:** All materials/parts provided by Contractor shall be new materials of high quality that shall give long life and reliable operation.
- 2.8.11. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
 - 2.8.11.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.12. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.8.13. Repair work shall be performed at the Boone County site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Public Works Authorized Representative will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.14. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
 - 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
 - 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
 - 2.9.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this

contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.9.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work
- 2.9.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.12. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
- 2.12.2. **County Authorized Representative** – Boone County Public Works Department, Greg Edington, Asst. Manager Road Operations, 5551 Tom Bass Rd., Columbia, Missouri 65201.
- 2.12.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County’s requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County’s decision will be based upon the ability of the primary source to

supply acceptable goods or services within the County's time requirements as well as the location of supplier's service location. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.12.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

2.12.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

3. Response Presentation and Review

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

Search Results

Current Search Terms: columbia* freightliner* Sales*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1425.20131220-1428



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 28th day of January 20 14

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

Now on this day the County Commission of the County of Boone hereby adopts the following order.

Pursuant to the provisions of 233.040 RSMo., an election will be in the Centralia Special Road District on Tuesday, the 8th day of April, 2014, for the purpose of electing one (1) Commissioner of the Centralia Special Road District of Boone County, Missouri who shall serve for a term of 3 years.

Notice of Election and Sample Ballot for said election shall be as follows:

NOTICE OF ELECTION
 CENTRALIA SPECIAL ROAD DISTRICT

Notice is hereby given to the qualified electors of the Centralia Special Road District that pursuant to the provisions of 233.040 RSMo. an election to be held in said district on Tuesday, the 8th day of April, 2014, from and between the hours of six o'clock a.m. and seven o'clock p.m. on said day for the purpose of electing one (1) member for Commissioner of the Centralia Special Road District of Boone County, Missouri for a term of 3 years.

The ballot at said election shall be in substantially the following form:

OFFICIAL BALLOT
 CENTRALIA SPECIAL ROAD DISTRICT
 BOONE COUNTY, MISSOURI
 Tuesday, April 8, 2014

FOR COMMISSIONER:
 (3 YEAR TERM)

(VOTE FOR 1)

JOHN SELBY

GARY RIEDEL

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the


day of

20

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

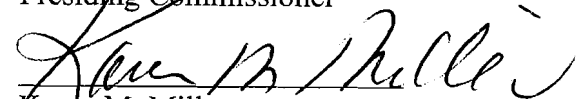
Done this 28th day of January, 2014

ATTEST:

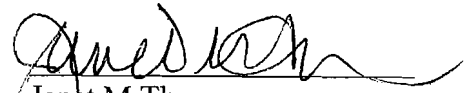

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }
County of Boone } ss.

To Wendy S. Noren, Boone County Clerk

Date 12-17-13

I, John Selby a resident and registered voter of the County of Boone and the state of Missouri, residing at 13800 Selby Ln, Centralia, MO 65240

do announce myself a candidate for the office of Commissioner of Centralia Special Road District to be voted for at the municipal election to be held on the 8th day of April, 2014.

- I further declare that if elected to such office I will qualify.
- I further declare that I have no outstanding campaign disclosure reports due from any prior elections.
- I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America and that I have not been convicted of or found guilty of or pled guilty to a felony under the laws of Missouri.

John Selby
Signature of Candidate

NOTICE

Type or print your name exactly as you desire it printed on the ballot.

Name John Selby

Address 13800 Selby Ln

Mailing Address (if different) P.O. Box 92 Centralia, MO

Telephone # (optional) 660-676-9750

AFFIDAVIT

STATE OF MISSOURI }
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.


John Selby
Signature of Candidate

Subscribed and sworn to before me this 17th day of December, 2014.

Heather Sackett
Signature of election official or other officer authorized to administer oaths

Date Filed: 12-17-13 Time Filed: 8:10 AM Deputy Initials: HS

DONNA G. STEPHENS
 My Commission Expires June 25, 2015
 Audrain County
 Commission #11071612
 Donna G. Stephens
 6/25/2015
 App'n





Missouri Ethics Commission (MEC)

Notice to Candidate

Personal Financial Disclosure (PFD) (aka: Financial Interest Statement)

Part One: Candidate Information

Candidate's Name: John Selby Political Subdivision: CENTRALIA SPECIAL ROAD DISTRICT

Office Sought: COMMISSIONER Date of Election: APRIL 8, 2014

Part Two: Filing Status (Election Official: Select Option A or B. If select Option B, complete Sections 1 & 2)

Option A. Candidate does not have to file a PFD/Financial Interest Statement because:

- The political subdivision's annual operating budget is \$1 million or under.
- The political subdivision's annual operating budget is over \$1 million; however, the office sought is not required pursuant to the conflict of interest ordinance on file with the MEC.
- The office sought is committeeman or committeewoman.

Option B. Candidate must file a PFD/Financial Interest Statement with MEC because:

Section 1:

- The political subdivision has a conflict of interest ordinance on file with the MEC that specifically requires a candidate running for this position to file; or the candidate (including spouse, children, parents, or a business in which they owned a substantial interest) did business with the political subdivision in excess of \$500 in the preceding twelve months.
- The political subdivision does **NOT** have a conflict of interest ordinance on file with the MEC; therefore, the candidate is required to file pursuant to §105.483 to §105.492 RSMo.
- Candidate is a new Associate Circuit Judge Candidate (all other judicial candidates file with the Supreme Court).

Section 2:

Candidates required to file **must be informed** of the following deadlines/penalties:

- If PFD/Financial Interest Statement is not filed by _____ (14 days after filing closing date);
PENALTY: Candidate will be assessed a minimum of **\$10 per day late fee** for each day the report is late.
- If PFD/Financial Interest Statement is not filed by _____ (21 days after filing closing date);
PENALTY: Candidate will be **disqualified as a candidate** and his/her name will be removed from the ballot.

NOTE: If the political subdivision has a conflict of interest ordinance on file with the MEC:

- And the above deadlines are not met; any penalties are assessed by the political subdivision according to their ordinance.
- Candidate must also file a copy of his or her PFD with the governing body/subdivision.

Part Three: Acknowledgement (completed by candidate & witnessed by election official)

I, John Selby (Print name) hereby acknowledge that I have received:

JS (initial) **Notice to Candidate**, (written notice of candidate's obligation to file a PFD/Financial Interest Statement, including the consequences for failure to file on time); and

JS (initial) **Guide to Ethics Law – A Plain English Summary**, (regarding laws governing candidates for election to office in Missouri) and I hereby acknowledge the authority of the Missouri Ethics Commission, or the political subdivision for which I am filing, in enforcing said laws.

John Selby
Signature of Candidate

Heather Adcock
Signature of Election Official (Witness)

Candidate's Email Address (Optional)

12-17-13
Date

DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }
County of Boone } ss.

To Wendy S. Noren, Boone County Clerk

Date 12-20-13

I, Gary Paul Riedel a resident and registered voter of the County of Boone and the state of Missouri, residing at 14251 E Pingleton Rd, Centralia, MO 65240

do announce myself a candidate for the office of Commissioner of Centralia Special Road District to be voted for at the municipal election to be held on the 8th day of April, 2014.

- I further declare that if elected to such office I will qualify.
-I further declare that I have no outstanding campaign disclosure reports due from any prior elections.
-I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America and that I have not been convicted of or found guilty of or pled guilty to a felony under the laws of Missouri.

Gary Riedel
Signature of Candidate

NOTICE
Type or print your name exactly as you desire it printed on the ballot.
Name Gary Riedel
Address 14251 E Pingleton Rd
Mailing Address 5371C
Telephone # 573/682-5367 (optional)

AFFIDAVIT

STATE OF MISSOURI }
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.

Gary Riedel
Signature of Candidate

Subscribed and sworn to before me this 20th day of December, 2013.



DONNA G. STEPHENS
My Commission Expires June 25, 2015
Audrain County
Commission #11071612

Donna G. Stephens
Signature of election official or other officer authorized to administer oaths

Date Filed: 12/20/13

Time Filed: 2:10 pm

Deputy Initials: DSS



Missouri Ethics Commission (MEC)

Notice to Candidate

Personal Financial Disclosure (PFD) (aka: Financial Interest Statement)

Part One: Candidate Information

Candidate's Name: Gary Paul Riedel Political Subdivision: CSRD
 Office Sought: Central Road District Commissioner Date of Election: April 2014

Part Two: Filing Status (Election Official - Select Option A or B. If select Option B, complete Sections 1 & 2)

Option A. Candidate does not have to file a PFD/Financial Interest Statement because:

- The political subdivision's annual operating budget is \$1 million or under.
- The political subdivision's annual operating budget is over \$1 million; however, the office sought is not required pursuant to the conflict of interest ordinance on file with the MEC.
- The office sought is committeeman or committeewoman.

Option B. Candidate must file a PFD/Financial Interest Statement with MEC because:

Section 1:

- The political subdivision has a conflict of interest ordinance on file with the MEC that specifically requires a candidate running for this position to file; **or** the candidate (including spouse, children, parents, or a business in which they owned a substantial interest) did business with the political subdivision in excess of \$500 in the preceding twelve months.
- The political subdivision does **NOT** have a conflict of interest ordinance on file with the MEC; therefore, the candidate is required to file pursuant to §105.483 to §105.492 RSMo.
- Candidate is a new Associate Circuit Judge Candidate (all other judicial candidates file with the Supreme Court).

Section 2:

Candidates required to file **must be informed** of the following deadlines/penalties:

- If PFD/Financial Interest Statement is not filed by _____ (14 days after filing closing date);
PENALTY: Candidate will be assessed a minimum of **\$10 per day late fee** for each day the report is late.
- If PFD/Financial Interest Statement is not filed by _____ (21 days after filing closing date);
PENALTY: Candidate will be **disqualified as a candidate** and his/her name will be removed from the ballot.

NOTE: If the political subdivision has a conflict of interest ordinance on file with the MEC:

- And the above deadlines are not met; any penalties are assessed by the political subdivision according to their ordinance.
- Candidate must also file a copy of his or her PFD with the governing body/subdivision.

Part Three: Acknowledgement (completed by candidate & witnessed by election official):

I, Gary Paul Riedel (Print name) hereby acknowledge that I have received:

^(initial) _____ **Notice to Candidate**, (written notice of candidate's obligation to file a PFD/Financial Interest Statement, including the consequences for failure to file on time); and

^(initial) GPR **Guide to Ethics Law - A Plain English Summary**, (regarding laws governing candidates for election to office in Missouri) and I hereby acknowledge the authority of the Missouri Ethics Commission, or the political subdivision for which I am filing, in enforcing said laws.

Gary Paul Riedel
Signature of Candidate,

Candidate's Email Address (Optional)

Donna L. Stephens
Signature of Election Official (Witness)

12/20/13.
Date



Missouri Ethics Commission (MEC)

Notice to Candidate

Personal Financial Disclosure (PFD) (aka: Financial Interest Statement)

Part One: Candidate Information

Candidate's Name: _____ Political Subdivision: CENTRALIA SPECIAL ROAD DISTRICT
Office Sought: COMMISSIONER Date of Election: APRIL 8, 2014

Part Two: Filing Status (Election Official: Select Option A or B. If select Option B, complete Sections 1 & 2)

Option A. Candidate does not have to file a PFD/Financial Interest Statement because:

- 1. The political subdivision's annual operating budget is \$1 million or under.
- 2. The political subdivision's annual operating budget is over \$1 million; however, the office sought is not required pursuant to the conflict of interest ordinance on file with the MEC.
- 3. The office sought is committeeman or committeewoman.

Option B. Candidate must file a PFD/Financial Interest Statement with MEC because:

Section 1:

- 1. The political subdivision has a conflict of interest ordinance on file with the MEC that specifically requires a candidate running for this position to file; or the candidate (including spouse, children, parents, or a business in which they owned a substantial interest) did business with the political subdivision in excess of \$500 in the preceding twelve months.
- 2. The political subdivision does **NOT** have a conflict of interest ordinance on file with the MEC; therefore, the candidate is required to file pursuant to §105.483 to §105.492 RSMo.
- 3. Candidate is a new Associate Circuit Judge Candidate (all other judicial candidates file with the Supreme Court).

Section 2:

Candidates required to file **must be informed** of the following deadlines/penalties:

- 1. If PFD/Financial Interest Statement is not filed by _____ (14 days after filing closing date);
PENALTY: Candidate will be assessed a minimum of **\$10 per day late fee** for each day the report is late.
- 2. If PFD/Financial Interest Statement is not filed by _____ (21 days after filing closing date);
PENALTY: Candidate will be **disqualified as a candidate** and his/her name will be removed from the ballot.

NOTE: If the political subdivision has a conflict of interest ordinance on file with the MEC:

- 1. And the above deadlines are not met; any penalties are assessed by the political subdivision according to their ordinance.
- 2. Candidate must also file a copy of his or her PFD with the governing body/subdivision.

Part Three: Acknowledgement (completed by candidate & witnessed by election official)

I, _____ hereby acknowledge that I have received:
(Print name)

(Initial) _____ **Notice to Candidate**, (written notice of candidate's obligation to file a PFD/Financial Interest Statement, including the consequences for failure to file on time); and

(Initial) _____ **Guide to Ethics Law – A Plain English Summary**, (regarding laws governing candidates for election to office in Missouri) and I hereby acknowledge the authority of the Missouri Ethics Commission, or the political subdivision for which I am filing, in enforcing said laws.

Signature of Candidate

Candidate's Email Address (Optional)

Signature of Election Official (Witness)

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 28th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby accept the attached certification by the Boone County Clerk regarding the election of Hospital Trustee of Boone County. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Brian Neuner, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 8, 2014 election. It is further ordered the Presiding Commissioner is hereby authorized to sign the commission for Brian Neuner to serve as Hospital Trustee of Boone County for a five year term.

Done this 28th day of January, 2014

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



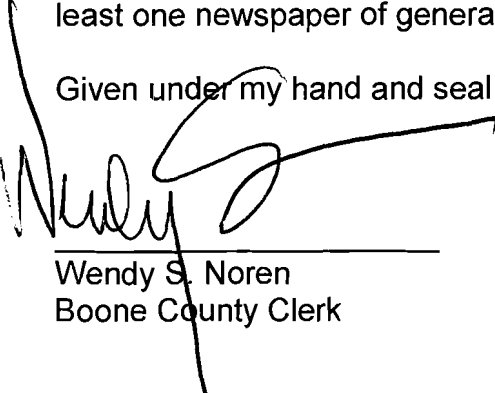
WENDY S. NOREN
BOONE COUNTY CLERK
801 E WALNUT RM 236
COLUMBIA, MO 65201
573-886-4295 FAX 573-886-4300

I, Wendy S. Noren, County Clerk and Election Authority in and for the County of Boone, State of Missouri, hereby certify that:

1. At the close of filing for Hospital Trustee of Boone County at 5:00 p.m. on January 21, 2014, the number of candidates filed for the position equaled the number of positions to be elected.

2. The notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district.

Given under my hand and seal this 28th day of January, 2014.



Wendy S. Noren
Boone County Clerk

(SEAL)

DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }
County of Boone } ss.

Boone Hospital Center Trustee
5 year term

To Wendy S. Noren, Boone County Clerk

Date 12-17-2013

I, BRIAN NEUNER a resident and registered voter of the County of
Boone and the state of Missouri, residing at 7651 EAST HIGHWAY WW,
COLUMBIA, MISSOURI 65201

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal
election to be held on the 8th day of April, 2014.

- I further declare that if elected to such office I will qualify.
- I further declare that I have no outstanding campaign disclosure reports due from any prior elections.
- I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America and that I have not been convicted of or found guilty of or pled guilty to a felony under the laws of Missouri.

Brian Neuner
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>BRIAN NEUNER</u>
Address	<u>7651 EAST HIGHWAY WW</u>
Mailing Address (if different)	<u>COLUMBIA, MO 65201</u>
Telephone # (optional)	_____

Random #: 79

AFFIDAVIT

STATE OF MISSOURI }
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.

Brian Neuner
Signature of Candidate

Subscribed and sworn to before me this 17th day of December, 2013.

Nancy M. Kay
Signature of election official or other officer
authorized to administer oaths

Date Filed: 12-17-13

Time Filed: 3 pm

Deputy Initials: WNS



Missouri Ethics Commission

Candidates Required to File a PFD

Personal Financial Disclosure (PFD) (aka: Financial Interest Statement)

TIP: E-file by logging into the Political Subdivision System

Part One: Subdivision Information

Subdivision: Boone County
 Address: 801 E. Walnut St, Rm. 236
 City/State/Zip: Columbia, MO 65201
 Contact Name: Wendy S. Noren Phone: 573-886-4295

Part Two: Election Information

Election Date: 4/8/2014 Closing date for filing: 1/21/2014

Part Three: Filing Status

Select the filing status of candidates filing for office in Missouri:

- No candidates are required to file a PFD/Financial Interest Statement; **OR**
- Candidates are required to file a PFD/Financial Interest Statement and have been listed below:

Candidate Name	Title/Position <small>Indicate if currently serving in a position required to file a PFD</small>	Y/N	Mailing Address	Candidate's Email Address (optional)
Brian Neuner	Hospital Trustee	Y	7651 E. Hwy WW Columbia, MO 65201	

Part Four: Signature

Wendy S. Noren by ME 1/21/2014
 Signature of Authorized Person Date

Part Five: Return Form to MEC

INSTRUCTIONS: After completing this form, return it to the Missouri Ethics Commission within 48 hours of the closing date of filing. Return by mail: PO Box 1370, Jefferson City MO 65102, or by FAX: 573-526-4506.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2014

In the County Commission of said county, on the 28th day of January 20 14

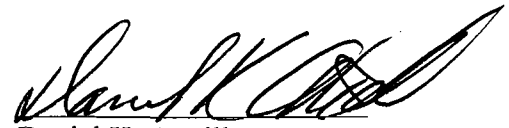
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Karen Miller and Commissioner Janet Thompson to sign documents and Presiding Commissioner Dan Atwill to certify documents for the CDBG grant and USDA-RD loan associated with the Manchester Heights Sewer Neighborhood Improvement District.

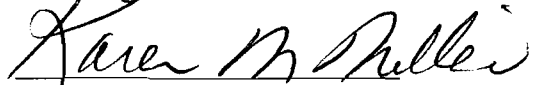
Done this 28th day of January, 2014

ATTEST:

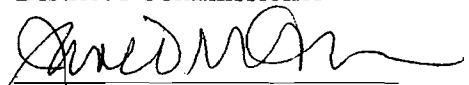
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 28th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application for Multidisciplinary Training for Child Welfare Cases.

Done this 28th day of January, 2014

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Office of State Courts Administrator
P.O. Box 104480
2112 Industrial Drive
Jefferson City, Missouri 65110

Request for Proposal: OSCA 08-066

TITLE: MULTIDISCIPLINARY TRAINING FOR CHILD WELFARE CASES

CONTACT: Russell Rottmann

PHONE NO: 573-522-6766

E-MAIL: russell.rottmann@courts.mo.gov Issue Date:

DUE DATE: Proposals will be accepted on an ongoing basis until funds are no longer available. Qualifying projects will be reviewed on a competitive basis and/or funded on an as requested basis.

RETURN PROPOSAL TO:

Office of State Courts Administrator
 Attn: Contracts Unit
 P.O. Box 104480
 2112 Industrial Drive
 Jefferson City, Missouri 65110-4480

CONTRACT PERIOD: Open ended until all grant funding has been exhausted

SIGNATURE REQUIRED

Authorized Signature <i>Leslie Schneider</i>		Date 7-15-14
Printed Name Leslie Schneider		Title Associate Circuit Court Judge
Agency Name 13 th Judicial Circuit Family Court, Juvenile Division		
Mailing Address 705 East Walnut		
City, State, Zip Columbia, Missouri 65201		
E-mail Address lcsj_armistead@courts.mo.gov or leslie.schneider@courts.mo.gov		
Telephone Number 573-886-4300	FAX No. 573-886-4030	

NOTICE OF AWARD (OSCA USE ONLY)

Accepted as follows:			
Contract No.		Contract Period	
Contract Coordinator	Date	Director, Court Programs and Research	

1. BACKGROUND INFORMATION

1.1 Introduction:

- 1.1.1 Missouri's Juvenile Court Improvement Project (JCIP) through the Office of State Courts Administrator (OSCA) is seeking applications from circuit courts interested in sponsoring multidisciplinary training for child welfare – abuse/neglect cases.
- 1.1.2 Funding for this training is available from a grant through the Administration for Children and Families in the U.S. Department of Health and Human Services. The purpose of the Court Improvement Grant is to improve the child welfare juvenile court process and to expedite permanency for children.
- 1.1.3 This is an open-ended announcement. Proposals will be accepted on an ongoing basis until funds are no longer available. Qualifying projects will be reviewed and funded on an as requested, competitive basis.

2. APPROVED PROGRAM REIMBURSEMENTS

2.1 Multidisciplinary Training for Child Welfare Cases:

- 2.1.1 Programs must incorporate content applicable to both the Juvenile Courts and the Children's Division. Participants may include juvenile court judges, family court commissioners who hear child abuse/neglect cases, juvenile officers, juvenile court staff, attorneys for juvenile officers, guardians ad litem, attorneys for parents, circuit clerk staff, child welfare workers and supervisors, and foster parents. Collaboration between juvenile court staff and children's service workers in developing an agenda and curriculum is strongly encouraged.
- 2.1.2 Examples of possible training topics could include, but are not limited to:
 - a. Compliance with time frames in child abuse and neglect cases
 - b. Purpose, scope, and expectations for each hearing type
 - c. Roles and responsibilities of all parties
 - d. New policies and practices of the Children's Division
 - e. Reasonable efforts
 - f. Termination of Parental Rights (TPR)
 - g. Case management information available to the Division workers and to the courts
 - h. Running effective family support team meetings
 - i. Developing collaborative case plans
 - j. Improving attorney-caseworker coordination
 - k. Serving incarcerated parents
 - l. Rights of putative fathers
 - m. Kinship care and adoption
 - n. Impact of placement on child development/attachment
 - o. Relationship of domestic violence to child abuse/neglect
 - p. Substance abuse, sexual abuse, mental health issues
- 2.1.3 No payment will be made directly to any contracted providers. This may require that the county pay for these services up front. OSCA anticipates a 2-4 week turnaround on reimbursement. All reimbursements will be made to the County Treasurer.

- 2.1.4 Speakers in travel status for a minimum of 12 continuous hours may be reimbursed for meals. Rates shown in Attachment B apply.
- 2.1.5 Funds may be used for reimbursements of the following expenses.
- a. Meeting room rentals
 - b. Equipment rentals
 - c. Costs to purchase/reproduce training materials
 - d. Group lunches for participants on the days of the training
 - e. Costs for speakers, if required
 - f. Mileage for participants who travel outside their official domicile to the training
- 2.1.6 **FEDERAL REGULATIONS PROHIBIT JUDICIAL EMPLOYEES FROM BEING PAID CONTRACTORS UNDER THE FEDERAL GRANT AWARD TO THE JUDICIARY. JUVENILE OFFICERS, ATTORNEYS WHO ARE EMPLOYEES OF THE JUDICIARY, ETC., MAY BE REIMBURSED FOR TRAVEL EXPENSES, BUT MAY NOT BE PAID A FEE FOR SERVICES ASSOCIATED WITH THE TRAINING.**

3. PROGRAM PERFORMANCE REQUIREMENTS

3.1 Multidisciplinary training reporting requirements:

- 3.1.1 Upon completion of the program, each circuit or combination of circuits receiving funds must submit the following to the Office of State Courts Administrator, 2112 Industrial Drive, PO Box 104480, Attn: Courtney Cassil, Jefferson City, MO 65110:
- a. A copy of the program agenda
 - b. List of faculty, including statement for each regarding specific qualifications
 - c. List of attendees
 - d. Program evaluation

4. EVALUATION AND AWARD CRITERIA

4.1 Evaluation Criteria for all Program Awards:

- 4.1.1 Awards will be made based on determination that the proposed program or programs incorporate content that promotes improved case management or collaboration for child abuse and neglect cases which will benefit staff from both the Juvenile Courts and the Children's Division.
- 4.1.2 Actual and authorized expenditures for each approved program or programs will be reimbursed to a maximum of \$3,000 for a single circuit. Two or more circuits may submit a joint application for these training funds. Maximum reimbursement in such instances shall be calculated as \$3,000 times the number of circuits submitting the joint application. All requests for reimbursement will be considered as long as funding is available through the JCIP.
- 4.1.3 A limited amount of grant funding has been authorized for these local training initiatives. Funding is available on a competitive basis and proposals will be accepted and reviewed until grant funds are no longer available.

5. APPLICATION REQUIREMENTS

5.1 Proposal Submission:

- 5.1.1 All circuit courts desiring to apply for funding must submit their proposal on the form located at attachment A.
- 5.1.2 A letter of support signed by a circuit or regional manager for the Children's Division must accompany the application.
- 5.1.3 Completed proposals may be faxed to Russell Rottmann at 573-522-6937 or emailed at osca.contracts@courts.mo.gov. Proposals may also be mailed to the address as shown on the cover sheet.

6. INVOICING REQUIREMENTS

6.1 Invoicing and Payment:

- 6.1.1 All invoices must be submitted to the Office of State Courts Administrator, 2112 Industrial Drive, PO Box 104480, Attn: Courtney Cassil, Jefferson City, MO 65110.
- 6.1.2 A Certificate of Compliance will be provided with the award letter when a program has been approved for funding. The Certificate of Compliance should be completed and submitted with each request for reimbursement.

Attachment A

MULTIDISCIPLINARY TRAINING FOR CHILD ABUSE/NEGLECT CASES APPLICATION

IMPORTANT: A letter of support signed by a circuit or regional manager for the Children's Division must accompany this application.

I. CIRCUIT(S) APPLYING: 13th Judicial Circuit Court, Juvenile Division

II. TRAINING TOPICS/LEARNING OBJECTIVES (Describe)

The 13th Judicial Circuit Court, Juvenile Division has participated in the Fostering Court Improvement Project since October of 2005. Since October 2006, the members of the Fostering Court Improvement Project have grown in the number of members involved, as well as in the number of agencies/stakeholders represented. Additionally, since October 2006, the Fostering Court Improvement Project Committee has been involved in addressing numerous issues facing the Court, as well as issues in reaching the Committee's goal of achieving permanency in a timely manner for the families served. The Fostering Court Improvement Project Committee has identified a need to educate all members of the multidisciplinary team with regard to drug endangered children. Training is being developed with the assistance of the National Drug Endangered Children Association, as well as the Missouri ACT Program, to assist local law enforcement, juvenile officers and children's division in developing protocols when assisting families engaged in drug activity. The focus of the training will be to educate law enforcement officers, children's division investigators and deputy juvenile officers as to the potential for abuse/neglect when families engage in illegal drug activity, the significant physical and emotional harm of drug exposure and the need for specialized responses from all multidisciplinary team members when handling such cases. The training will be geared toward all members of the multidisciplinary team responding to illegal drug activity wherein children are involved and may be exposed to drug activity and/or abuse/neglect.

III. TARGETED AUDIENCE (check all that apply). NOTE: Participants MUST include representatives from both the Juvenile Court and the Children's Division.

- | | | |
|---|--|--|
| <input type="checkbox"/> Judges/Commissioners | <input type="checkbox"/> Juvenile Officers | <input type="checkbox"/> Attorneys for Juvenile Officers |
| <input type="checkbox"/> Guardians ad Litem | <input type="checkbox"/> CASA | <input type="checkbox"/> Children's Division |
| <input type="checkbox"/> Contracted Providers for Children's Division | <input type="checkbox"/> Parents' Attorneys | |
| <input type="checkbox"/> Foster Parents | <input type="checkbox"/> Department of Mental Health | |
| <input type="checkbox"/> Circuit Clerk Staff | | |
|
<input type="checkbox"/> Other (describe) | | |

IV. Estimated Number of Participants: 30-40 individuals

V. If a joint application is being submitted, what percentage of the total participants do you anticipate will come from each of the circuits?

Circuit No.	Anticipated % of Total Participants

VI. ITEMIZED BUDGET NOTE: Meals and mileage will be reimbursed in accordance with OSCA regulations for persons traveling outside their official domicile. This information for meals and mileage may be found in the Lotus Notes MCIC database under Travel Reimbursement and Guidelines. Per person costs for group meals, beverages, and snacks may not exceed \$11 per person, including gratuity. Speakers who are in travel status at least 12 hours may be reimbursed for meal costs based on amounts reflected in Attachment B. Total reimbursement will not exceed \$3,000 for a program or programs involving a single circuit. If more than one circuit sponsors the program or programs, reimbursement will not exceed \$3,000 times the number of circuits submitting the joint application. (Attach additional sheets if necessary.)

Costs for lodging will NOT be reimbursed, except as required for a speaker traveling more than 75 miles to the training site and for emergency situations.


Cost Item	Estimated Cost
Room Rental	
Equipment Rental	
Group Luncheon/Beverages/Snacks	\$500
Mileage	
Speaker Honorarium (if required)	\$2000
Speaker Travel (if required)	\$500
Total	\$3000

VII. LETTER OF SUPPORT

Letter of support from circuit or regional manager from the Children's Division (check one)

is attached is NOT attached.

VIII. SIGNATURES. The signature of the Presiding Judge or Administrative Judge of the Family Court AND the Juvenile Officer is required. If a joint application is being submitted, the Presiding Judge or Administrative Judge of the Family Court and the Juvenile Officer of each participating circuit must sign the application. (Attach additional sheets if necessary.)

Circuit No.	
Judge  1-15-14	Juvenile Officer _____

Circuit No.	
Judge _____	Juvenile Officer _____

Circuit No.	
Judge _____	Juvenile Officer _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20¹⁴

In the County Commission of said county, on the 28th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached amended agreement for the Hinkson Creek Urban Retrofit project providing a ten-month project extension from April 30, 2014 to February 28, 2015.

Done this 28th day of January, 2014

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner



Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director

DEPARTMENT OF NATURAL RESOURCES

www.dnr.mo.gov

JAN - 9 2014

Mr. Dan Atwill, Presiding Commissioner
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, MO 65201

Dear Mr. Atwill:

Enclosed for your signature are two copies of the amended agreement from the Missouri Department of Natural Resources to the Boone County Resource Management (BCRM) for the "Hinkson Creek Urban Retrofit" project. This amendment provides a ten-month project extension from April 30, 2014 to February 28, 2015. Federal funds in the amount of \$713,266 will continue to support the project from March 1, 2011 through February 28, 2015. A required nonfederal match of \$523,000, provided by the recipient, brings the total project cost to \$1,236,266. Federal funding for this project is being provided by a Section 319 Nonpoint Source Implementation Grant.

This project will continue to work towards the goal of reducing flooding, improve water quality and health of the aquatic life of Hinkson Creek by implementing monitoring and retrofit activities identified in the Hinkson Creek Watershed Management Plan. The project will provide information to local citizens, especially the engineering community on the effectiveness of selected stormwater practices by using local examples with quantifiable, repeatable monitoring data, including cost estimates. A 10-acre city-owned site that currently does not treat stormwater runoff will be retrofitted with several stormwater best management practices (BMPs) including bioretention or bioswales, underground detention, and pervious pavement. A large subdivision (+200 homes) was built in the 1980s without stormwater controls; therefore, residents are experiencing problems with erosion from peak flows, flooding and permanently standing water. To reduce peak flows and flooding, this residential subdivision will be retrofitted with 45 rain gardens/rain barrels, 60 tree plantings, and 3 community stormwater treatment features. Since many of these retrofits will occur on private property, this will be done on a volunteer basis, through cost-share with a required maintenance agreement.

Soon after the grant was awarded, project staff determined that the bids for water quality monitoring were higher than anticipated. BCRM staff obtained verbal approval to hire a temporary full-time employee to conduct some of the proposed project coordinating and monitoring tasks in order to reduce the cost of contracted services. The first project amendment reflected the change of funding from the contractual category to salary in the project budget. Furthermore, due to funding reductions,

Mr. Dan Atwill
Page 2

Missouri River Communities Network and JobPoint were unable to secure staff necessary for the completion of tasks assigned to them. Responsibility for the tasks originally assigned to these entities have been transferred to BCRM.

BCRM requested a no-cost extension for the second project amendment (this request) due to obstacles in meeting the goals of the project's original timeline. This ten-month no-cost extension will allow BCRM to work towards the completion of BMP implementation, water quality monitoring, BMP effectiveness (load reductions), and calibration of a stormwater model for the region.

Please review carefully the subgrant, the reporting requirements, the Special Conditions and General Terms and Conditions, paying particular attention to the Minority-Owned Business Enterprise/ Women's Business Enterprise requirements. Sign both copies of the Financial Assistance Agreement and return one copy, along with a signed copy of the Certificate Regarding Debarment and Suspension form and Anti-Lobbying Act form, within three weeks after receipt of this letter, to the following address: Department of Natural Resources, Water Protection Program, Attn: Ms. Darlene Schaben, P.O. Box 176, Jefferson City, MO 65102. Failure to meet requirements agreed to in the subgrant may result in your organization being declared ineligible to participate in subsequent Department grant opportunities.

If you have questions, please do not hesitate to contact the project manager, Ms. Valerie Hentges at (573) 526-1157 or by mail at the address above. Thank you.

Sincerely,

DEPARTMENT OF NATURAL RESOURCES



Sara Parker Pauley
Director

SPP:vhd

Enclosures

c: Ms. Nicki Fuemmeler, Project Manager, Boone County Resource Management
Mr. Stan Shawver, Director, Boone County Resource Management

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE AGREEMENT

Under the authority of _____ and subject to pertinent legislation, regulations and policies applicable to _____.

<p>1. Recipient (Name, Address) Boone County Resource Management 801 E. Walnut, Room 315 Columbia, MO 65201</p>	<p>2. Project Number <u>G11-NPS-12</u></p> <p>3. Budget Period <u>March 1, 2011 – February 28, 2015</u></p> <p>4. Project Period <u>March 1, 2011 – February 28, 2015</u></p>
<p>5. Recipient Project Manager <u>Nicki Fuemmeler</u></p> <p>Telephone No. <u>(573) 886-4330</u></p>	<p>6. Type of Assistance (indicate by X) New Award _____ Amendment <u>X</u></p>
<p>7. State Project Manager <u>Valerie Hentges</u></p> <p>Telephone No. <u>(573) 526-1157</u></p>	<p>8. Amendment ID <u># 2 (no-cost 10-month extension)</u></p>

9. Project Title and Description: The **Hinkson Creek Urban Retrofit Project** will reduce flooding, improve water quality and health of the aquatic life of Hinkson Creek by implementing monitoring and retrofit activities identified in the Hinkson Creek Watershed Management Plan.

10. Source of Funding/Year: (I) FY08-09 319

Grant Codes: 780-0140-4461-3476-W8AD

11. Project Funding:

	<u>Amount</u>	<u>Percent</u>
Initial Award	<u>\$ 713,266</u>	<u>58%</u>
Initial Recipient Match	<u>\$ 523,000</u>	<u>42%</u>
Amended Award	<u>\$ 713,266</u>	<u>58%</u>
Amended Recipient Match	<u>\$ 523,000</u>	<u>42%</u>
Total Project Cost	<u>\$1,236,266</u>	<u>100%</u>

12. Amendment (describe): BCRM requested a no-cost extension due to obstacles in meeting the goals of the project's original timeline. This ten-month no-cost extension will allow BCRM to work towards the completion of BMP implementation, water quality monitoring, BMP effectiveness (load reductions), and calibration of a stormwater model for the region.

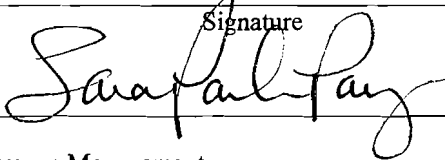

Previous Project and Budget Period: March 1, 2011 – April 30, 2014

13. The recipient agrees to administer this agreement in accordance with:

- a. All applicable federal and state regulations including but not limited to
OMB 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230
- b. Applicable program guidelines CFDA # 66.460
- c. Recipient application dated _____ as negotiated _____
- d. Detailed Scope of Work (Attachment # A-1)
- e. Budget Plan (Attachment # B)
- f. General Terms and Conditions (Attachment # D)
- g. Special Conditions (Attachment # C)
- h. Public Law _____ (Attachment # _____)
- i. Suspension/Debarment (Attachment # E)
- j. Certificate Regarding Lobbying (Attachment # H)
- k. Publications (Attachment # _____)
- l. Invoice (Attachment # A-2)
- m. EPA MBE/WBE Utilization (Attachment # G)
- n. Other Quarterly Report, Attachment A-3; Annual Reporting, Attachment A-4

14. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials and on the date indicated in Parts 3 and 4 above.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Department Director or Designee (typed) Sara Parker Pauley, Director	Signature 	Date 1/9/2014
RECIPIENT ORGANIZATION: <u>Boone County Resource Management</u>		
Name and Title (typed) Dan Atwill, Presiding Commissioner	Signature 	Date 1/13/2014



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

DANIEL K. ATWILL

Typed Name & Title of Authorized Representative

PRESIDING COMMISSIONER

[Signature]

Signature of Authorized Representative

1-28-14

Date

I am unable to certify to the above statements. My explanation is attached.



Applicant Name
Project/Program

Attachment H - BCRM
Hinkson Creek Urban Retrofit

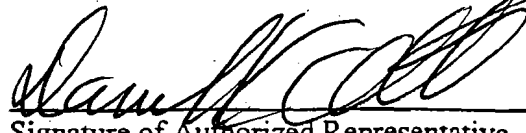
ANTI-LOBBYING ACT OF 1990 APPLICANT CERTIFICATION

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) *No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
- (2) *If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.*
- (3) *The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

1-28-14
Date


Signature of Authorized Representative

ATTACHMENT A-1

TERMS OF AGREEMENT
Amendment #2
Amended Sections Only

I. SUBGRANT AWARD

The Missouri Department of Natural Resources, Division of Environmental Quality, Water Protection Program (WPP), and the Boone County Resource Management (BCRM), formerly Boone County Public Works (BCPW), agree to the plan of work and administrative procedures outlined herein for the “Hinkson Creek Urban Retrofit” project.

- A. The Department of Natural Resources (the Department or DNR) agrees to pay the subgrantee an amount not to exceed \$713,266 during the budget and project periods of March 1, 2011 through February 28, 2015, for tasks specified in the Scope of Services and Schedule of Milestones. BCRM will utilize the \$713,266 for the demonstration of urban best management practices (BMPs).
- B. BCRM will ensure the completion of tasks described and reporting required. The BCRM will provide match in the amount of \$523,000 for the budget and project periods of March 1, 2011 through February 28, 2015.
- C. Conditions set forth in Attachment C, Special Conditions and in Attachment D, General Terms and Conditions, shall be required and will govern the performance of this agreement. Additional subgrant administration requirements are specifically listed in Section 13 of the Financial Assistance Agreement signature page.
- D. A Quality Assurance Project Plan (QAPP) must be developed and approved by the Department before environmental sampling, monitoring, and data collection can be conducted.

VI. SCHEDULE OF MILESTONES

Milestone	Responsible Party	Projected Completion Date(s) or Completion Dates (in italics) as of December 2013 QR
Task #1 Select diverse steering committee members; Conduct quarterly meetings	BCRM	March 31, 2011 Quarterly
Task #2 Bid and contract flow and water quality monitoring	BCRM	December 14, 2011
Task #3 Develop MOUs with project partners	BCRM; Partners	City: January 31, 2012; MRCN: October 7, 2013 As needed

Milestone	Responsible Party	Projected Completion Date(s) or Completion Dates (in italics) as of December 2013 QR
Task #4 Develop educational materials and presentations for project kick-off	City of Columbia; BCRM	<i>October 2011; Ongoing</i>
Task #5 Finalize commercial building engineering design (Phase I & Phase II)	City of Columbia	<i>Phase I: July 2011 Phase II: October 28, 2013</i>
Task #6 Develop Draft QAPP and submit to DNR for review Finalize QAPP Amend QAPP as needed	BCRM	<i>January 2012 June 26, 2012 As needed</i>
Task #7 Train AmeriCorps staff (As of August 31, 2011, AmeriCorps positions not filled with MRCN)	MRCN; BCRM	<i>June 29, 2011</i>
Task #8 Install preconstruction flow gauges and climate stations	BCRM; Contractor	<i>September/October 2011</i>
Task #9 Conduct City Public Works kickoff meeting	City of Columbia	<i>October 27, 2011</i>
Task #10 Conduct residential subdivision kickoff meeting	BCRM	<i>July 16, 2011</i>
Task #11 Field train sampling crew	BCRM; Contractor	<i>August 31, 2011; September 2012</i>
Task #12 Construct step-pool conveyance, bioswale and bioretention	City of Columbia	<i>May 23, 2011; February 2, 2012 October 25, 2012</i>
Task #13 Develop rain garden/rain barrel workshop materials Conduct 2 workshops	BCRM; MRCN	<i>August 20, 2011; April 14, 2011</i>
Task #14 Conduct soil testing at residential subdivision	BCRM	<i>April 2012 August 27, 2013</i>
Task #15 Install 15 rain barrels/gardens and plant 20 trees at residential subdivision	BCRM MRCN	<i>37 rain barrels – April 2012; 6 rain gardens – September 11, 2013; 55 trees – October 31, 2013; Ongoing = QR Task #21 & 24</i>
Task #16 Train City of Columbia staff	City of Columbia	<i>April 2012; Ongoing</i>
Task #17 Install post-construction monitoring at commercial and residential sites	BCRM; Contractor	<i>Phase I: September 28, 2012; Phase II: March 2014</i>

Milestone	Responsible Party	Projected Completion Date(s) or Completion Dates (in italics) as of December 2013 QR
Task #18 Develop maintenance agreements (enter into a maintenance agreement for each landowner cost share/demo)	BCRM	<i>May 21, 2013; Ongoing</i>
Task #19 Phase II: Construct season 2 BMPs at commercial site; porous pavement underground detention and 2 rain gardens	City of Columbia	<i>April 2014</i>
Task #20 Phase II: Conduct 1 workshop on soils and 1 workshop on trees	BCRM	<i>Soils: May 2014; Trees: April 28, 2012</i>
Task #21 Install 15 rain barrels/gardens, 2 community stormwater features and 20 trees in residential subdivision	BCRM; Residents	December 31, 2014
Task #22 Conduct engineer workshop and tour	BCRM	<i>October 3, 2012</i>
Task #23 Conduct 1 workshop on native plants and 1 workshop stream dynamics	BCRM	<i>September 21, 2013</i>
Task #24 Install 15 rain barrels/gardens, 1 community stormwater feature and 20 trees in residential subdivision	BCRM; Residents	December 31, 2014
Task #25 Develop local rain garden design specifications based on data gathered in project	City of Columbia	December 31, 2014
Task #26 Precipitation event sampling (about 30 per yr.)	BCRM	Ongoing
Task #27 Develop and maintain project website	BCRM	<i>September 2012; Ongoing</i>
Task #28 Develop Photo Journal	BCRM; City of Columbia	Ongoing
Task #29 Develop newsletters	BCRM	<i>August 2011; April 2012; September 2013; Ongoing</i>
Task #30 Submit draft monitoring report Submit final monitoring report	BCRM; Contractor	November 30, 2014 December 31, 2014
Task #31 Submit quarterly reports and monitoring data	BCRM	January 15; April 15; July 15; October 15, of each project year
Task #32 Submit annual reports with load reductions	BCRM	October 15, of each project year

Milestone	Responsible Party	Projected Completion Date(s) or Completion Dates (in italics) as of December 2013 QR
Task#33 Submit draft final report Submit final report	BCRM	January 31, 2015 February 28, 2015

Evaluation/Feedback Mechanisms:

1. A pre- and post-survey will be given to participants of workshops to develop an understanding of the public's perception of implementing stormwater retention practices.
2. A pre- and post-test will be administered to participants attending the kick-off and wrap-up meetings to assess knowledge gained from lessons presented during any stormwater education activities.
3. Education/Outreach efforts will be quantified by amount of materials distributed and information requested.
4. Water quality monitoring will indicate BMP load reduction effectiveness.
5. The project will also use the water quality data collected to model the impact of the BMPs at the watershed level.

BMP Operation and Maintenance:

Sub-recipient will assure continued proper operation and maintenance of all nonpoint source management practices that have been implemented and funded under this agreement. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. The sub-recipient shall include a provision in every applicable sub-agreement or contract awarded under this subgrant requiring that the management practices for the project be properly operated and maintained.

Measures of Success:

By the end of the project, the participants from the residential subdivision will have a better understanding of stormwater issues, including hydrology, infiltration, and runoff. They will understand how changes at the lot level can reduce runoff for downstream neighbors and how they can take action to capture runoff from their property. Surveys and questionnaires will be used to capture change in knowledge from the kick-off meeting to the wrap-up meeting. The long-term measure of success for this project will be to provide an example of how to develop a successful stewardship program, which could be transferred to other watersheds.

As a result of implementing the project objectives, two areas will be retrofitted to reduce nonpoint source pollution to local streams. It is anticipated that these practices will help reduce runoff and flooding and remove pollutants from stormwater. The project will calculate load reduction data to determine the BMP's effectiveness and report this data to the Department annually.

The performance information gathered from the monitoring aspect of this project will be provided to local stormwater managers and engineers. This information will assist in decision-making and expand the use of practices throughout the community. Finally, success will be measured by improving the general public's understanding of the principles of implementing nonpoint source pollution reduction practices on a lot-by-lot basis.

List of Products

- QAPP(s) BMP performance Level II, Soil testing, Level IV
- Kick-off meetings (2) with residents and city staff
- Wrap-up meetings (2) with residents and city staff
- Workshops (8) (Subdivision residents, City employees & engineers)
- Soil Tests (as needed)
- Newsletters (4)
- News releases (3)
- Signs for BMPs (3)
- Community stormwater BMPs (3)
- Maintenance Agreements (as needed)
- Commercial site retrofit BMPs (3), including a step-pool conveyance system (300 linear feet)
- Trainings (3) (MRCN, Lab & Field crews, Public Works staff)
- Web pages (4)
- Photo journal
- Rain Gardens or Rain Barrels (45)
- Tree Plantings (at least 60 trees)
- Quarterly Reports (12)
- Precipitation and Flow Data (continuous and event based)
- Performance data for rain garden BMPs
- Design specifications for rain gardens
- Monitoring report (2)
- Final report

VII. PROJECT BUDGET

**Hinkson Creek Urban Retrofit
Boone County Resource Management**

March 1, 2011 – February 28, 2015

Total Federal Contribution	\$ 713,266
Total Nonfederal Contribution	523,000
Total Project Cost	\$1,236,266

(See Attachment B for budget breakout.)

VIII. PAYMENT SCHEDULE

- A. Reimbursement to the subgrantee for the tasks described in the Scope of Services will be made according to the following schedule:

MAXIMUM EXPENSES	REIMBURSEMENT SCHEDULE	SUBMIT TO	PROJECT PERIOD	INVOICE FORMAT
\$713,266	Quarterly	DNR Fiscal Account Clerk	3/1/2011– 2/28/2015	Attachment A-2

- B. Requests for reimbursement must be accompanied by a summary of the federal expenditures by budget category. For match reporting only, detailed documentation (such as paid bills, time sheets, receipts, invoices, cost-share/incentive agreements, etc.) must be provided for cost-share and in-kind services. The Department reserves the right to require submittal of documentation for projects that have failed to meet grant requirements. Expenditures must be incurred within the budget period March 1, 2011 through February 28, 2015. See Attachment A-2, Invoice and Match Report, and Attachment D, General Terms and Conditions, for additional requirements.
- C. Invoices, including expenditure summaries, must be submitted at a minimum frequency of semi-annually. Final reimbursement will be made to the subgrantee upon documentation of adequate match and completion of all required quarterly reports and the final project report/evaluation. The subgrantee must request final reimbursement no later than 60 calendar days after the project end date at which time any remaining balance of project funds will be deobligated.
- D. Match expenditures and documentation shall be submitted with quarterly invoices at least twice per year in accordance with the federal and match percentage ratio as described in section #11 of the Financial Assistance Agreement signature page. Failure to provide match in proportion to the federal expenses biannually, at minimum, may result in denial of federal reimbursement or the department requesting a refund of federal funds.
- E. Up to twenty percent (20%) of the total federal award amount may be withheld pending satisfactory completion of the final project report/evaluation and submission to the Department.

IX. REPORTING REQUIREMENTS

- A. Quarterly progress reports will be due January 15, April 15, July 15, and October 15 of each calendar year of the project period and at the end of the project period. Please send one **electronic** copy via the Internet to valerie.hentges@dnr.mo.gov. Reports will describe project status, compare progress to scheduled milestones, and explain any variances from expected progress. The reports shall follow the format shown on Attachment A-3, Quarterly Report.
- B. An **electronic** copy of an annual report must be submitted to the Department's project manager by October 15th each year throughout the project period and at the close of the project. The reports shall follow the format shown on Attachment A-4, Nonpoint Source Annual Report Worksheet.

- C. An **electronic** copy of the final product and final project report must be submitted to the Department's project manager by February 28, 2015, with a draft due by January 31, 2015. The final report, at a minimum, should describe accomplishments, how the goals/objectives described in the subgrant agreement were met, describe the tasks completed, products produced, and an assessment of the impact of the project in addressing nonpoint source concerns. The report should make recommendations, where relevant, on how the results or experiences of the project could be applied elsewhere. A final budget should also be included that describes the funds spent, the match contribution, and leftover funds, if any.
- D. A copy of the annual audit report or relevant portions of the audit report that pertains to the project award are to be submitted to the Department's project manager, if required under the federal Office of Management and Budget (OMB) Circular A-133, Single Audit Act, as described in the Department's General Terms and Conditions, Attachment D.
- E. Recipients are allowed to earn program income in order to defray the cost of project activities funded by a 319 grant. Program income must be documented and reported through the receipt and expenditure invoicing process. Program income generated from supported activities including fees for services, rental income acquired under the grant, proceeds from the sale of articles fabricated under the grant, interest income and registration fees for a 319 sponsored event such as conferences, workshops, and training are some examples that must be reported.
- F. Recipients must request any needed time extension to the award no later than 90 days prior to the current project period expiration date. Failure to request an extension in this timely manner may result in denial of the extension request.

ATTACHMENT B

BUDGET

Hinkson Creek Urban Retrofit
Boone County Resource Management

March 1, 2011 – February 28, 2015

	319 Federal Funds	Nonfederal Match
Salary & Fringe	\$164,309	\$105,000
Travel	1,000	-0-
Equipment	19,604	-0-
Supplies	67,292	-0-
Contractual	454,891	208,000
Other	6,170	210,000
Indirect	-0-	-0-
TOTALS	\$713,266	\$523,000
TOTAL PROJECT COST:	\$1,236,266	

**ATTACHMENT
A-2**

INVOICE & MATCH REPORT

TO: Missouri Department of Natural Resources Division of Environmental Quality Water Protection Program PO Box 176 Jefferson City, MO 65102 Attn: Fiscal Account Clerk - Diane Muenks	Date: Invoice No: Invoice Period: Agreement Amount: \$713,266
Agreement Period: March 1, 2011 - February 28, 2015 Project Manager: Nicki Fuemmeler (573) 886-4330 Project Title: Hinkson Creek Urban Retrofit	
Subgrant No: G11-NPS-12	

FEDERAL

Budget Category	Project Budget	Prior Expenses per Category	Expenses this Invoice Period	Federal Expenses to Date	Balance Remaining in Budget
Salary/Fringe	\$164,309.00	\$0.00	\$0.00	\$0.00	\$164,309.00
Travel	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Equipment	\$19,604.00	\$0.00	\$0.00	\$0.00	\$19,604.00
Supplies	\$67,292.00	\$0.00	\$0.00	\$0.00	\$67,292.00
Contractual	\$454,891.00	\$0.00	\$0.00	\$0.00	\$454,891.00
Other	\$6,170.00	\$0.00	\$0.00	\$0.00	\$6,170.00
Indirect (13% or RFP rate)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$713,266.00	\$0.00	\$0.00	\$0.00	\$713,266.00

NONFEDERAL (MATCH)

Match Budget Category	Match Budget	Prior Match per Category	Match this Invoice Period	Match Expenses to Date	Balance Remaining in Match Budget
Salary/Fringe	\$105,000.00	\$0.00	\$0.00	\$0.00	\$105,000.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$208,000.00	\$0.00	\$0.00	\$0.00	\$208,000.00
Other/Volunteer Time	\$210,000.00	\$0.00	\$0.00	\$0.00	\$210,000.00
Indirect (*)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$523,000.00	\$0.00	\$0.00	\$0.00	\$523,000.00
				Match Required to Date	\$0.00
				Match (overage)/shortage	\$0.00

* Can Include recipient's actual indirect rate on match expenses plus the difference of actual rate less 13% claimed on federal expenses

MAKE CHECK PAYABLE TO: Boone County Resource Management

I certify that to the best of my knowledge and belief the data above are correct, and that all outlays were in accordance with the grant agreement, and that payment is due and has not been previously requested.

DNR Project Manager Approval:
(sign and date here)

SUBMITTED BY: _____
Project Manager Signature

Funding Source(s)

MoDNR Project Manager

**QUARTERLY PROGRESS
REPORT TO MODNR**

Reporting Period:

To:

Date Submitted to DNR Project Manager: _____

Project Name:

Project Number

Project Administrator:

Phone number:

e-mail address:

Sponsoring Agency

Name and Address:

Project Period:

	Grant Federal Funding	Grant Match
Project Budget:	\$ _____	\$ _____
Project Expenditures to Date:	\$ _____	\$ _____
Balance:	\$ _____	\$ _____

Overall Project Progress Comments for this quarter: _____

Milestones/Tasks Comments for this quarter: _____

TASK #1

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____

Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #2

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____

Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #3

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #4

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #5

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #6

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #7

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #8

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #9

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

TASK #10

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #11

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #12

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #13

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #14

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #15

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #16

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #17

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #18

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #19

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #20

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #21

Responsible Party: _____

Projected Completion Date: _____

% Completed to date: _____ Date Completed: _____

Please provide details regarding the progress / completion of this task: _____

TASK #22 Required Reporting				
Responsible Party: _____				
Projected Completion Date: As Described in Table Below				
Report Type	Project Period	Projected Completion Date	Date Completed	Percent Completed
Quarterly (1 of 8)				%
Quarterly (2 of 8)				%
Quarterly (3 of 8)				%
Quarterly (4 of 8)				%
Quarterly (5 of 8)				%
Quarterly (6 of 8)				%
Quarterly (7 of 8)				%

Invoice (1 of 8)*				%
Invoice (2 of 8)*				%
Invoice (3 of 8)*				%
Invoice (4 of 8)*				%
Invoice (5 of 8)*				%
Invoice (6 of 8)*				%
Invoice (7 of 8)*				%
Invoice (8 of 8)*				%
Annual & MBE/WBE (1 of 3)				%
Annual & MBE/WBE (2 of 3)				%
Annual & MBE/WBE (3 of 3)				%
“Draft” Final to MDNR				%
Final Report				%

** This information can be submitted to Diane Muenks.*

In the table below, please list the names of all project partners, their roles, and general activities during this reporting period. *Insert additional rows as necessary.*

Project Partner	Role in Project	General Activity Conducted

Note: This form is authorized for reproduction.
Instructions for completing form on following page

Instructions for Completing the Quarterly Report

Funding Source(s): This can be found in section #10 of the Subgrant Assistance Agreement.

Reporting Period - from - to: Identify the date periods this report covers and as indicated in your grant agreement.

Project Name: Use the same name that is listed on the Subgrant Assistance Agreement.

Project Administrator: The sponsoring agency project manager.

Telephone and e-mail address: Self-explanatory.

Sponsoring Agency Name, and Address: Self-explanatory.

Project Period: The date the project begins and ends, as identified on the Subgrant Assistant Agreement.

Project Budget: Funds awarded to date. These are the same figures as stated in section #11 of Subgrant Assistance Agreement. These amounts may change when there are amendments to the budget.

Project Expenditures to Date: Federal and match expenditures to date, **not** just for the quarter.

Balance: Budget to date minus expenditures to date.

Overall Project Progress: Brief summary of how the project is doing overall, e.g. behind schedule and why, on schedule, ahead of schedule, etc. Please date all comments.

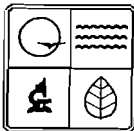
Milestones/Tasks: List the task titles and number them #1, #2, #3, etc. for the tasks in the project workplan in the Subgrant Assistance Agreement. Do not list one type of task more than once. For instance, if you will conduct several workshops at different times, list one task called *Workshops* with all workshop titles and completion dates listed under the task; and even though you will have, for example, 12 quarterly reports due in a 3-year period there should only be one task called *Quarterly Reports*.

Comments: Comments can be made under any task for extra information you wish to report for that task, problems with the task, detail of activity, etc. Please date all comments.

Projected Completion Date: The anticipated completion date as identified in the workplan of the Subgrant Assistance Agreement.

Date Completed: The date the task is completed. It should be left blank until completed.

%(percent)Completed: The percent of the task is complete at the end of the quarter being reported.



Attachment A-4
Missouri Department of Natural Resources
Section 319 Nonpoint Source (NPS) Annual Report Worksheet

As part of the § 319 NPS reporting requirements, project administrators are to complete an annual report worksheet for all active § 319 NPS projects. A final annual report worksheet may also be required at the close of the project.

The worksheet information will be compiled into one annual report that will be submitted to EPA as part of State's grant condition. The annual report focuses on goals of the Nonpoint Source Management Plan, which outlines the challenges that Missouri faces with nonpoint source pollution. Identifying challenges by watershed will help to identify areas of the state where progress is being made toward reducing nonpoint source pollution in watersheds, and identify areas where watershed protection and restoration efforts might be lacking.

Instructions:

**Please report only those NPS activities that are specific to the project and within the federal fiscal year.*

**Complete the sections as they apply to your project.*

**Round to the nearest whole number.*

**Submit worksheet to your MoDNR project manager by: _____*

Fiscal Year: _____ (October 1, _____ through September 30, _____)

Project Name:

Project Administrator:

Project Number: (example: G0# - NPS - ##)

Project Coverage:

Choose one by placing an "x" in the appropriate box:

Statewide Project

Regional Project

(For regional projects: list counties that fall within the regional project boundaries)

(For regional projects: list 8 digit hydrologic unit(s) that fall within the regional project boundaries)

Watershed Specific Project

(For watershed specific projects: list the HUC unit for this project)

Project Type:

Choose all that apply by indicating the percentages as they apply to project. The % total should add to 100.

% Information/Education

% Monitoring

% Implementation

% Demonstration

0 % total

NPS Planning Activities

Group Formation

_____ # of groups formed to address regional or local NPS issues

Please list the name(s) of group(s) formed:

_____ # of meetings held

_____ Average number of attendees

Planning Documents

_____ total # of planning documents produced

Of the total planning documents produced how many were:

Approved Watershed Management Plans

_____ # of watershed management plans (WMP) produced (*without EPA's 9 key elements*)

_____ Total acres addressed by WMP(s)

Please list the name(s) of WMP's produced for this HUC

_____ # of WMP(s) approved by MoDNR (*with EPA's 9 key elements*)

_____ Total acres address by WMP(s)

Please list the name(s) of the WMP's produced for this HUC

Approved Source Water Protection Plans

_____ # of source water protection plans (SWPP) produced

_____ Total acres addressed in SWPP

Please list the name(s) of SWPP plans produced for this HUC

Other Plans

_____ # of other plans produced

_____ Total acres addressed in plan

Please list the names of the other plan(s) produced for this HUC

NPS Total Maximum Daily Load (TMDL) Activities

TMDL Activities

List the 303(d) impaired water bodies addressed in project

_____ # of TMDL action plans developed?

_____ # of TMDL action plans implemented?

_____ # of BMPs applied toward TMDL action plan

_____ # of acres treated in the TMDL action plan

_____ # of stream miles originally listed on 303(d) list for NPS impairment
now in compliance with Water Quality Standards due to this 319 project

_____ # of lake acres originally listed on 303(d) list for NPS impairment
now in compliance with Water Quality Standards due to this 319 project

NPS Information/Education Activities

Field Days _____ # of field days conducted _____ # of field day participants	Public Service Announcements (PSA's) _____ # of PSA's produced _____ # of times PSA's aired
Training Workshops _____ # of training workshops conducted _____ # of training workshop participants	Newsletters/Newsletter Articles _____ # of newsletters/articles produced _____ # of newsletters/articles distributed
Field Demonstrations _____ # of demonstration sites displayed _____ # of demonstration participants	Web site Development _____ # Web pages produced <i>List URL address(es):</i>
Geographical Information _____ # of watershed maps/shape files produced _____ # of interactive mapping systems created?	_____ Total # of pages viewed
Brochures/Fact sheets _____ # of brochures/fact sheets produced _____ # of brochures/fact sheets distributed	Clean-up Events _____ # of clean-up events conducted _____ # of clean-up event participants _____ Estimated tons of trash collected

NPS Monitoring/Assessment Activities

Quality Assurance Project Plans (QAPPs) _____ # of QAPPs produced? _____ # of QAPP revisions conducted
Stream Teams/Training _____ # of Stream Teams formed _____ # of water quality training sessions conducted _____ # of volunteers trained to conduct water quality monitoring
Water Quality Monitoring _____ # of stream/lake sampling sites _____ # of times sampling sites were sampled _____ # of water quality parameters analyzed <i>Please list the parameters analyzed (e.g. pH, conductivity, temperature, dissolved oxygen, total nitrogen, total phosphorus)</i>

Groundwater Activities

Groundwater Wells _____ # of wells tested or monitored to determine water quality _____ # of wells decommissioned or certified as properly plugged _____ # of karst/sinkhole protection activities conducted _____ # of projects involved in NPS groundwater contamination remediation activities? <i>Please list activity(ies)</i>

Best Management Practices (BMPs) Activities

BMPs

_____ # of BMPs implemented
Please list the type(s) of BMP(s) implemented

_____ # of acres impacted
Please list the NPS pollutant(s) impacted by BMP(s)

Quantify Load Reductions

_____ Total tons of soil saved
_____ Total pounds of nutrients reduced: _____ lbs Nitrogen _____ lbs Phosphorus
_____ Total pounds of pesticides reduced
Specify pesticide(s)

_____ Other load reductions:

Please specify model(s) used to calculate load reductions

Agricultural Activities

Comprehensive Nutrient Management Plans (CNMP)

_____ # of CNMP developed
_____ # of CNMP updated
_____ # of CNMP implemented
_____ # of acres impacted by CNMP
_____ # of animals impacted by CNMP

Animal Waste Facilities

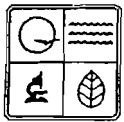
_____ # of animals waste facilities built/constructed
Please list type and number of each facility constructed

_____ # pounds of manure transferred out of watershed

**Brief
Comments:**

*text limited
box*

Thank you for all your time and efforts in completing this form.



Missouri Department of Natural Resources

Guidelines for Planning Information Activities

Maximizing the effectiveness of information activities requires considerable thought and planning. Choosing whether to use written or audio-visual material and how the project should look depend largely on the purpose of the project. The following steps describe issues and details to decide before any information piece is produced.

Definitions:

Information is the range of printed, spoken, recorded, taped, and displayed communications, and other materials that may be used in media relations, or in a marketing or education program.

Education is systematic instruction delivered to a targeted audience that facilitates learning through defined objectives, measured content, review, and evaluation.

Objective is a clearly stated goal that defines the desired result of the information or education program in terms of changes in behavior of the targeted audience.

Target Audience is the specific group of people to receive information or education.

Evaluation is a system for determining the effectiveness of the information or education program in fulfilling the objective.

Time Line is a schedule of deadlines to encourage the development of realistic objectives and to determine progress over a short period of time.

Information Plan

1. Define problem to be solved or situation to be changed
2. Set objective(s)
3. Determine target audience(s)
4. Choose most effective tool to convey message
5. Determine content
6. Define method of evaluation effectiveness of tool

Implementation Plan

1. Determine budget (consider the following):
 - research costs
 - production and duplication or printing costs
 - distribution costs (shipment, postage; see "Distribution Plan" below)
2. Set time line

Distribution Plan

1. Determine total number to be printed or copied
2. Determine possible methods and logistics for distribution
3. Decide most effective way to distribute materials or services
4. Define method of evaluating effectiveness of distribution

Materials Development

Information and Awareness Tools:

- fact sheets
- technical bulletins
- brochures
- news releases
- public service announcements
- paid advertisements
- newsletters
- periodicals
- audio-visual productions
- posters
- exhibits
- public meetings
- displays

Creation

1. Use most effective writing style and graphics to reach target audience
2. Review for technical content
3. Edit writing and graphics

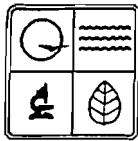
*** Identifying the department**

Credit Missouri Department of Natural Resources as a funding source when applicable. Use full name of the department and its logo. Camera-ready copies of logo are available from Division of Environmental Quality, (573) 751-4465. (See "Missouri Department of Natural Resources Grants: Identifying the Department in Grant Projects for Public Distribution.")

*** Using recycled materials**

Any printed materials should be produced on recycled paper stock if at all possible.

*** should be addressed in grant applications.**



Missouri Department of Natural Resources Grants

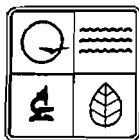
Identifying the Department in Grant Projects for Public Distribution

Recipients of grant funds from the Missouri Department of Natural Resources should identify the department as a funding source on all grant projects for public distribution. On most projects, identification should include the department's logo with the full-department name. This applies to publications, news releases, videos, displays and all other projects from which information may be obtained by reading, watching, or simply seeing the material. Camera-ready copies of the logo may be obtained by calling the Department of Natural Resources at (573) 751-4465.

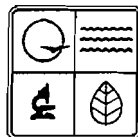
For other projects, such as audiocassette tapes and news releases, the department should be identified audibly by including its full name. See the following guidelines for specific directions.

Logo Usage

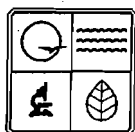
Logo: The Missouri Department of Natural Resources logo includes the full name of the department and the quadrangular graphic. The name should be placed below or to the right of the graphic. See examples below.



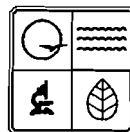
Missouri Department of Natural Resources



Missouri Department of Natural Resources



Missouri
Department of
Natural Resources



Missouri Department
of Natural Resources

Placement: The logo should be readily visible, either on the front or back cover of publications with separate covers. On folded publications, the logo should be visible on the back outer panel.

The logo should be aired at the end of video tapes long enough for easy visibility by viewers.

Size: Type size for the text of the logo in publications should be no smaller than 10 points. The logo art should be in proportion to the type size, as shown in examples above. When other sources of funding also are identified, the Missouri Department of Natural Resources logo shall be no smaller than the type size of other funding sources listed.

The logo should be aired at the end of videotapes large enough for easy visibility by viewers.

Additional When space allows, the following verbiage should precede the logo: "This project Credit: was funded by the..."

Note: When only a portion of the project is funded by department grant funds, "funded" may be replaced with "funded in part."

Audible Identification of the Department

Name: The department should be identified as follows:

The Missouri Department of Natural Resources

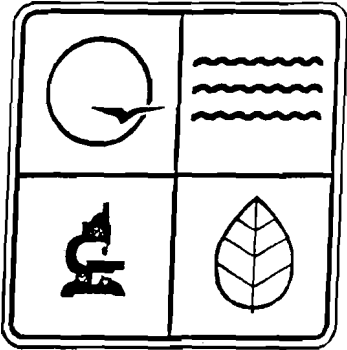
Credit: The following verbiage should be announced at the beginning and end of the project:

"This project was funded by the Missouri Department of Natural Resources."

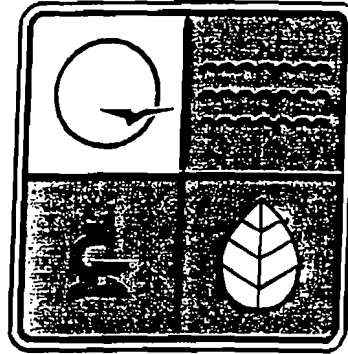
Note: When only a portion of the project is funded by department grant funds, "funded" may be replaced with "funded in part."

Attachment C (continued)

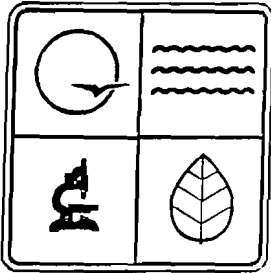
“U.S. Environmental Protection Agency Region VII, through the Missouri Department of Natural Resources, has provided partial funding for this project under Section 319 of the Clean Water Act.”



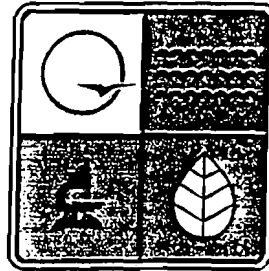
Missouri Department
of Natural Resources



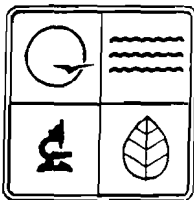
Missouri Department
of Natural Resources



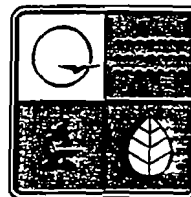
Missouri Department
of Natural Resources



Missouri Department
of Natural Resources



Missouri Department
of Natural Resources



Missouri Department
of Natural Resources

These logos are available on diskette in several graphic file formats upon request. Please call (573) 751-7428.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
GUIDELINES FOR PLANNING
INFORMATION AND EDUCATION ACTIVITIES

Key Definitions

Information is the range of printed, spoken, recorded and displayed communications that may be used in public relations, marketing or education.

Education is the systematic instruction of a determined concept using the methods and theories of teaching and learning.

The distinguishing characteristic of education is *instruction*.

Information

- A. Information
 1. Define the problem to be solved or situation to be changed
 2. Set the objective(s)
 3. Determine the target audience(s)
 4. Determine the message content
 5. Choose the most effective instrument(s) to convey the message
 6. Determine the method of evaluating the effectiveness of the instrument(s)

- B. Informational instruments
 1. Fact sheets
 2. Technical bulletins
 3. Brochures
 4. News releases
 5. Public service announcements
 6. Paid advertisements
 7. Newsletters
 8. Periodicals
 9. Audio-visual productions
 10. Posters
 11. Exhibits/displays
 12. Public meetings

- C. Implementation plan
 - 1. Determine the budget
 - 2. Set a time line
 - 3. Use the most effective writing style and graphics to reach the target audience
 - 4. Establish the method to evaluate the effectiveness of the instrument(s)
- D. Distribution plan
 - 1. Determine the number to be printed or copied
 - 2. Determine the production/printing costs
 - 3. Determine the method and logistics for distribution
 - 4. Determine the distribution costs (shipment, postage)

Education

- A. Instructional plan
 - 1. Determine the concept(s) (What to teach?)
 - 2. Set the objective(s) (What results from teaching?)
 - 3. Determine the target audience(s) (Whom to teach?)
 - 4. Choose the instructional methods (How to teach?)
 - 5. Select resources (What will help in teaching?)
 - 6. Define the method of evaluation (How successful was the teaching?)
- B. Educational instruments
 - 1. Workshops
 - 2. Seminars
 - 3. In-service training
 - 4. Development of curriculum/resource materials
 - 5. Training on curriculum/resource materials
 - 6. Demonstration projects
- C. Implementation plan
 - 1. Determine the budget
 - 2. Set a time line
 - 3. Determine the logistics for the delivery of instruction
 - 4. Establish the method to evaluate the effectiveness of instruction

Glossary

Concept - the main topic to be learned in an education program.

Education - the systematic instruction of a determined concept using the methods and theories of teaching and learning. Focus is on the abstract, higher-order thinking skills.

Evaluation - the process for determining the effectiveness of the information or education program in fulfilling the objective.

Information - the range of printed, spoken, recorded and displayed communications that may be used in public relations, marketing or education.

Instructional Methods - the methods used in the instruction of a concept to the target audience in an education program.

Objective - a clearly stated goal that defines the desired result of an information or education program.

Resources - the educational materials, equipment, facilities, individuals and funding to implement an educational program.

Target Audience - the specific group of people to receive information or education.

Training - a form of education that focuses on the vocational / technical skills.

Time Line - a schedule of deadlines to encourage the development of realistic objectives and to determine the progress over a period of time.

Common Problems with Information and Education Proposals

1. The project author is unable to distinguish information and education. Often an information- or awareness-based project is labeled an education program.
2. The project attempts to re-create something already available ("reinventing the wheel"). Do research and use or modify quality programs in existence.
3. The project objectives are missing, unclear, or unrealistic.
4. An educational project develops an instructional instrument, but does not educate a targeted audience.
5. The project is advocacy rather than education. Education efforts need to teach the learner *how to think, not what to think*.
6. Information and education plans fail to include objectives, target audiences, methods/instruments, evaluation procedures, a detailed budget and time line.

For more information, contact Jane Davis, Environmental Specialist, 319 Nonpoint Source Unit, Water Protection Program, Missouri Department of Natural Resources, at (573) 526-1386 or jane.davis@dnr.mo.gov.

ATTACHMENT C

MISSOURI DEPARTMENT OF NATURAL RESOURCES

**Federal Subgrants
SPECIAL TERMS AND CONDITIONS**

Any recipient employed under this agreement shall comply with the following special terms and conditions. It is understood that no recipient will receive payment unless the following conditions are complied with. These terms and conditions are in addition to all other terms and conditions contained in the financial assistance agreement.

I. PUBLIC INFORMATION GUIDELINE REQUIREMENTS:

1. The subgrantee must agree that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are being awarded, will include a statement of the percentage of the total cost of the program/project which is financed with Environmental Protection Agency Region VII money, the dollar amount of Region VII funds for the program/project, and that the funds are provided through the Missouri Department of Natural Resources (DNR). On-the-ground projects must have a sign bearing this information and the names of other project partners.
2. All public information projects, including but not limited to, publications and audio-visual projects, must meet Department of Natural Resources quality standards, as outlined in the style sheet (attached) and the department's style manual. All recommendations made by a departmental review of the publications must be followed by the subgrantee. Unless otherwise specified in the Attachment A-1, Terms of Agreement, the subgrantee will provide to DNR five copies of printed materials and ten copies of videos produced. (Technical manuals and sound/slide series are excluded.)

See Attachment D, General Terms and Conditions for additional publication requirements

II. ADMINISTRATION REQUIREMENTS:

1. **Audit Requirements.** Audits must report on fair presentation of the organizations financial statements in conformity with generally accepted accounting principles, the internal control structure, and compliance with applicable laws and regulations. The audits must be conducted in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants.

The amended Single Audit Act of 1996 (revised June 27, 2003), which applies to all non-federal entities expending \$500,000 or more in federal awards in a fiscal year, takes effect for fiscal years beginning after December 31, 2003. This statutory requirement supersedes any other effective date in federal agency guidance, so the same effective date will apply to all agencies and all recipients of federal funds.

- a. **Private For-Profit Organizations.** Recipients having federal expenditures in excess of \$500,000 in a fiscal year must provide a copy of an independent auditor's report. For audit fiscal years before December 31, 2003, an audit is required when expenditures in a fiscal year are in excess \$300,000.
- b. **Universities and Non-Profit Organizations.** Universities or Non-Profit recipients must submit a copy of an independent audit as prescribed in OMB circular A-133 if applicable. If circular A-133 does not apply, Universities or Non-Profit recipients having federal expenditures in excess of \$500,000 in a fiscal year must provide a copy of an independent auditor's report. For audit fiscal years before December 31, 2003, an audit is required when expenditures in a fiscal year are in excess \$300,000.

- c. Government Organizations. Units of state or local governments must provide the department a copy of an independent auditor's report for expenditures in excess of \$500,000 in a fiscal year. For audit fiscal years before December 31, 2003, an audit is required when expenditures in a fiscal year are in excess \$300,000.
 - d. Audit waiver. Grant awards primarily for the purchase of equipment (i.e., when equipment purchases make up 80% of the total project costs) will not require an audit irrespective of the amount of the award.
 - e. Review of Expenditures Less Than \$500,000 (or \$300,000 prior to December 31, 2003):
The recipient may be asked to provide documentation of project activity, financial statements, reports of various aspects of compliance at the request of the department if their expenditures are below the \$500,000 (or \$300,000 prior to December 31, 2003) threshold in a fiscal year. On-site monitoring and reviews by the department will be conducted if necessary that focus on compliance and controls over compliance. Any findings noted during the process will be handled in the same manner as any exceptions noted under a single or program-specific audit.
 - f. Recipients of federal funds, which are reviewed by the DNR or its representative, shall address all deficiencies identified in the review to the satisfaction of the DNR. Recipients failing to address deficiencies identified in the review will not be eligible to receive any further funding, and may be required to repay any and all disbursements of federal grant funds awarded by the DNR.
2. Bid Procedures. Bids for purchases of goods or services must be solicited whenever the total purchase is expected to cost more than \$3,000 from any one vendor. For instance:
- a. if one item purchased costs more than \$3,000;
 - b. if several items purchased on a single invoice from one vendor, such as building supplies and tools, total more than \$3,000; or
 - c. if several purchases are made at various times within one year from the same vendor total more than \$3,000; for instance, purchase of rock in April for \$1,000, again in July for \$1,500, and again in September for \$1,075 from the same vendor.

The greater than \$3,000 bid limit is the limit established under the procurement requirements of the State of Missouri, Office of Administration, Purchasing Division. Therefore, the greater than \$3,000 limit will be used for any federal funds passed through to subgrantees for purchasing purposes within federal grant projects. If federal funds are passed from the subgrantee to any other participant to spend on the project, then the participant is to follow the same guidelines. A minimum of three bids is to be solicited.

A recipient of federal grant funds is required under Title 40 part 33, to make a "good faith effort" with disadvantaged business enterprises when procuring construction, equipment, services and supplies under an EPA financial assistance agreement. Minority and women business enterprises are to be solicited in the bid process whenever possible. The bidding process is mandatory for purchases reimbursed with federal grant funds as well as purchases used to meet required match commitments. Further bid procedure and purchasing guidelines are found in the appropriate OMB circulars of Administrative Requirement of Grants and Agreements under Competition and Procurement procedures.

- 3. Payment to Consultants – Participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited with federal funds to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. (Recipients may pay more than this amount, however, not with federal funds). This limit applies to

consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subgrantees with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

4. Travel. Travel will be conducted according to the recipient's written travel policy and procedures with the following additional limitations imposed by the Grantee (DNR) and conditions based on Internal Revenue Service guidelines:
 - a. Out-of-state travel must be approved in advance of travel by the designated DNR Project Manager. Recipient must provide a written justification for purpose of the trip and how it relates to the scope of the project. The subgrantee shall not incur out-of-state travel expenses on project business until receiving written approval by the DNR Project Manager.
 - Travel expenses are limited to actual expenses that are "reasonable and necessary." The method of travel shall be that which is more economical and advantageous to the grant funds.
 - For out-of-state trips in a vehicle where it makes more sense to drive than fly, meals will not be reimbursed unless the employee is in 12-hour or overnight travel status as specified below (b).
 - Travel by personal vehicle, instead of air travel, shall be limited to the subgrantee's established mileage allowance as stated in their written travel policy (not to exceed the federal rate) plus any actual expenses that would have been allowed or provided if taking air transportation.
 - If traveling by air, the total allowable costs cannot exceed the reasonable coach fare available at the time to the same destination.
 - No meals, additional lodging, or incidentals will be reimbursed for personal extended stays while traveling.
 - Reimbursement for travel outside the state by train or bus instead of air travel shall be limited to the actual cost of the train or bus fare plus any actual expenses that would have been allowed or provided if taking air transportation.
 - b. Meal costs will be allowed during project related travel only if there are twelve or more continuous hours of travel involved. Recipient will indicate on the travel expense voucher "twelve hour status" and provide time records as supporting documentation. Twelve-hour travel status includes the allowable breaks for meals in the recipient's travel policy.

Eligible meal is defined as follows:

- When overnight lodging is indicated:
 - Breakfast* – is eligible on the day of departure if travel status begins two hours before employee's normal work schedule start time plus any other day until employee returns.
 - Lunch* – is eligible on the day of departure if travel status begins no later than 10:00 a.m. plus any other day where travel status continues past 2:00 p.m. until employee returns.
 - Dinner* – is eligible on the day of departure if travel status begins no later than 5:00 p.m. plus any other day where travel status continues past 7:00 p.m. until employee returns.
 - When employee is in twelve-hour travel status, eligible meals are the same as above.
- c. Reimbursement will be provided for reasonable meal and hotel expense as specified in the Federal Travel Regulations or recipient's Travel policy, whichever is less. The website link provided can be utilized as reference for Federal Domestic Per Diem Rates. (<http://www.gsa.gov/mie>).

5. Food. Food purchases, other than eligible meals as described in the Travel condition above, for events, meetings, tours, field days, etc., shall not be purchased until receiving written approval by the DNR Project Manager. The events must fit the scope of work and provide a benefit to the success of the project. Effective cost control is a management issue, therefore, subgrant recipients are expected to establish sufficient and effective controls to ensure agency provided food expenses are incurred only when appropriate and in conformance with this condition.

The department may allow subgrant agencies to provide food in conjunction with official grant business and grant sponsored activities within parameters outlined below:

a. Food at Official Business Functions

- 1) Subgrantees may purchase food in conjunction with its official grant business functions when it is determined that providing food or beverage service (no alcohol permitted) will promote the efficient conduct of a specific project activity (i.e., field days, training sessions, board and commission meetings, demonstration tours).
- 2) During meeting breaks, light snacks and beverages may be provided. Costs for snacks and beverages should be at a nominal charge per person.
- 3) Lunch or dinner may be provided if there is a substantial reason for doing so which demonstrates a benefit to the project scope of work and be a reasonable cost.
- 4) Official business functions must include more than just attendance of employees of the subgrantee. Food will not be allowed for the agency's general staff meeting function of day-to-day operation.
- 5) Lunch expense will not automatically be allowed prior to or when following a project related meeting. Typically lunch expenses are allowed when a meeting extends through the typical lunch periods or an all day meeting, training, etc.

b. Food at Other Agency Sponsored Activities

- 1) Subgrantees may purchase light refreshments in conjunction with field day activities, tours, sponsored workshops, sponsored conference, or like activity. Costs for such events should be at a nominal charge per person.
- 2) Lunch or Dinner may be provided for similar events if there is a substantial reason for doing so which demonstrates a benefit to the project scope of work and be a reasonable cost.

c. Meals Provided to Public Officials

Food expenditures bestowed on public officials may need to be reported to the Missouri Ethics Commission as lobbying expenses as provided in RSMo 105.470-473.

6. Third-Party Volunteer Match (effective for projects awarded on/after January 1, 2011)

- a. Employees of other organizations: When an employer other than a grantee, subgrantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. (federal code of regulations 40 CFR 31.24)

- b. Volunteers performing tasks/duties outside of their professional capacity shall be valued at the rates listed below by labor category.

Four general categories have been created to capture the typical volunteer tasks/duties performed in subgrant projects. These rates will apply for volunteers meeting the criteria under (b.) above. The two references below will be used when updating these rates based on the most current data reported by the Independent Sector and the Bureau of Labor Statistics.

Independent Sector (http://www.independentsector.org/volunteer_time) is currently reporting the 2011 dollar value of a volunteer hour (\$19.00). **Check website annually for updated rate.**

The Bureau of Labor Statistics (www.bls.gov/oes/current/oes_mo.htm) mean hourly wages are from the May 2009 Missouri State Occupational Employment and Wage Estimates. **Please refer to this website for the most current wages for Missouri.**

Technical Administration: (must show previous knowledge/education/skill level where applicable).

Examples: steering/stakeholder committee; Board of Directors; trained Stream Team Volunteer Water Quality Monitors; nutrient and pest management plan development/writer and soil testing; Geographic Information Systems (GIS) mapping/location; modeling

Wage: Current Independent Sector volunteer wage for the state of Missouri

Design: (must show previous knowledge/education/skill level where applicable).

Examples: best management practice (BMP) design; website development/design/maintenance; educational programs, curriculum design and/or educational presenter; and newsletter or brochure development.

Wage: Current Independent Sector volunteer wage for the state of Missouri

Laborer: Examples: BMP installation; e.g., rain garden planting, storm drain stenciling, tree planting, litter pick-ups; survey/data collector/documenting BMPs; set-up/take down.

Wage: **(Use aggregate total of below three occupations as per the Bureau of Labor Statistics)**

Building and Grounds Cleaning and Maintenance Occupations

- ❖ Occupation Code: 37-2012 – Maids and Housekeeping Cleaners (set-up/take down)
- ❖ Occupation Code: 37-3011 – Landscaping and Groundskeeping Workers

Transportation and Material Moving Occupations

- ❖ Occupation Code: 53-7081 – Refuse and Recyclable Material Collectors

Administrative: Examples: Clerical, e.g., reporting, mailings, receptionist, and other general office work;

Fiscal, e.g., invoicing, bills, documentation tracking, procurement, fiscal and fund reports, payroll, minority business enterprises/women business enterprises (MBE/WBE) documentation.

Wage: **(Use aggregate total of the below occupation as per the Bureau of Labor Statistics)**

Office and Administration Support Occupations

- ❖ Occupation Code: 43-0000 – Office and Administration Support Occupations

These wages will be updated and provided to grant recipients as the sources of rate information is updated.

The Bureau of Labor Statistics has hourly wages by occupation that were used to determine the value of the specialized skills in section (b) above. The wages are based on Missouri specific wages.

(<http://www.bls.gov/bls/blswage.htm>)

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Subgrants
General Terms and Conditions

I. Administrative Requirements

These general terms and conditions highlight requirements which are especially pertinent to federal subgrants made by the Missouri Department of Natural Resources (MDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the subgrantee must comply with all governing requirements of their subgrant, including the federal Common Rule (adopted by federal agencies and contained in specific Codes of Federal Regulation, for each federal agency, under the title "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"). The Common Rule is fully incorporated by reference into these terms and conditions. The common rule as codified by the federal granting agency can be found at <http://www.whitehouse.gov/omb/grants/chart.html>

- A. Method of Payment.** The subgrantee will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The subgrantee shall report project expenses and submit to the MDNR original invoices for payment as required by division/program per the subgrant agreement. The form must be completed with the MDNR invoiced amount and local share detailed. Invoices must provide a breakdown of project expenses by the budget categories contained in the subgrant budget. Invoices must be received by the MDNR per the subgrant agreement. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total project cost for each invoice submitted unless the subgrant specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MDNR. Advance payments will only be made on a monthly basis to cover estimated expenditures for a 30-day period or as otherwise agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.
 2. All reimbursement requests must have the following certification by the authorized subgrantee official: I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the subgrant and that payment is due and has not been previously requested.
- B. Retention and Custodial Requirements for Records.** The subgrantee shall retain financial records, supporting documents, and other records pertinent to the subgrant for a period of three years starting from the date of submission of the final financial status report. Authorized representatives of federal awarding agencies, the Comptroller General of the United States, and the MDNR shall have access to any pertinent books, documents, and records of subgrantees in order to conduct audits or examinations. The subgrantee agrees to allow monitoring and auditing by the MDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the subgrantee shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

C. **Program Income.**

1. Subgrantees are encouraged to earn income to defray program costs. Program income means income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under the subgrant, and from payments of principal and interest on loans made with subgrant funds. Program income does not include items such as interest on grant funds, rebates, credits, discounts, or refunds.
2. Program income shall be deducted from outlays, which may be both state and subgrantee unless the MDNR, with approval of the federal awarding agency, as negotiated with the subgrantee, specifies an alternative method in the subgrant. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net amount to which the respective matching ratios are applied. For example, 50/50 share ratio subgrant with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net sub-grant share.

D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are specifically identifiable to the project or program. Any in-kind match must be assigned a fair market value stated in dollars and the rationale used to calculate the value must be provided. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal subgrant agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or subgrant shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the MDNR through negotiation with the subgrantee. Signature by both the MDNR and subgrantee on the subgrant signature form firmly affixes the match or cost sharing ratios. Full expenditure of subgrantee match or cost share funding is required over the life of the subgrant. Subgrantee must invoice the MDNR, as required by the particular subgrant, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the subgrantee for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the subgrant may cause the subgrantee to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for non-compliance.

E. **Financial Management Systems.** The financial management systems of subgrantees must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the subgrant;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective control and accountability must be maintained for all subgrantee cash, real and personal property, and other assets. Subgrantees must

adequately safeguard all such property and must assure that it is used solely for authorized purposes;

4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each subgrant;
5. **Allowable Costs.** Applicable OMB cost principles, federal agency program regulations, and the subgrant scope of work will be followed in determining the reasonableness, allowability, and allocability of costs;
6. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract, and subgrant award document. The documentation must be made available by the subgrantee at the MDNR's request;
7. The subgrantee shall have procedures in place to minimize the time lapsed between money disbursed by the MDNR and money spent by the subgrantee.

F. **Reporting of Program Performance.** Subgrantee shall submit to the MDNR a performance report for each program, function, or activity as specified by the subgrant or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MDNR shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for three years thereafter.

G. **Budget and Scope of Work Revisions.** Subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. However, subgrantee must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, subgrantees shall obtain the prior approval of the MDNR, unless waived by the MDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MDNR's share exceeds \$100,000.
2. For construction and non-construction projects, subgrantees shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.
3. For combined non-construction and construction projects, the subgrantee must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
4. Subgrantees under non-construction projects must obtain prior written approval from the MDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
5. Changes to the scope of services described in the subgrant must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the subgrant.
6. Extending the grant past the original completion date requires approval of the MDNR.

H. **Equipment Use.** Subgrantee agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this

agreement. The equipment shall not be moved from the State of Missouri without approval from the MDNR. The following standards shall govern the utilization and disposition of equipment acquired with subgrant funds:

1. Title to equipment acquired under this subgrant will vest with the subgrantee on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
 - a. Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MDNR or the federal agency. If the MDNR puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.
 - b. The subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the MDNR. User fees should be considered if appropriate.
 - c. The subgrantee must not use equipment acquired with MDNR funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C above.
 - d. When acquiring replacement equipment, the subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MDNR.
2. Equipment Management. Subgrantee's procedures for managing equipment, whether acquired in whole or in part with subgrant funds, will, at a minimum, meet the following requirements until disposition takes place:
 - a. Subgrantee must maintain property records that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, and the location, use and condition of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The subgrantee shall procure and maintain insurance covering loss or damage to equipment purchased with a sub-grant award, with financially sound and reputable insurance companies or through self-insurance, in such amounts and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated.

- d. Subgrantee must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
 - 3. Disposition. When original or replacement equipment acquired under a subgrant is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, subgrantee shall dispose of the equipment as follows:
 - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the MDNR.
 - b. For items of equipment with a current per unit fair market value of \$5,000 or more, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR's share of the equipment.
 - c. In cases where a subgrantee fails to take appropriate disposition actions, the MDNR may direct the subgrantee how to dispose of the equipment.
 - d. If the MDNR puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the asset without MDNR's written approval.
- I. **Supplies.** Title to supplies acquired under a subgrant will vest, upon acquisitions, in the subgrantee.

If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the subgrantee shall compensate the department for its share.
- J. **Inventions and Patents.** If any subgrantee produces subject matter, which is or may be patentable in the course of work sponsored by this subgrant, subgrantee shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the subgrantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file the same. The MDNR grants to the subgrantee the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by subgrantee to the MDNR will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this subgrant, the author or the subgrantee is free to copyright any books, publications, or other copyrightable material developed in the course of this subgrant; however, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.
- L. **Prior Approval for Publications.** The subgrantee shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by subgrant funds. The subgrantee shall not print or distribute any publication until receiving written approval by the grant manager.
- M. **Mandatory Disclosures.** Subgrantee agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds

are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.

- N. **Procurement Standards.** Subgrantees shall use their own procurement procedures provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
1. No work or services, paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR. See G.4.
 2. Subgrantee agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The MDNR has the right to conduct audits of recipients at any time. The subgrantee shall arrange for independent audits as prescribed in OMB Circular A-133, Single Audit Act Amendments of 1996, as applicable. Audits must confirm that records accurately reflect the operations of the subgrantee, the internal control structure provides reasonable assurance that assets are safeguarded, and subgrantee is in compliance with applicable laws and regulations. When the subgrantee has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.
- P. **Allowability of Costs.** Allowability of costs shall be determined in accordance with cost principles contained in OMB Circular No. A-87 for state and local governments, and Circular No. A-122 for nonprofit organizations.
- Q. **Conflicts of Interest.** No party to this subgrant, nor any officer, agent, or employee of either party to this subgrant, shall participate in any decision related to such subgrant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.
- The subgrantee is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the subgrantee for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.
- R. **State Appropriated Funding.** The subgrantee agrees that funds expended for the purposes of this subgrant must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the subgrant period, as well as being awarded by the federal or state agency supporting the project. Therefore, the subgrant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the subgrant, the subgrantee shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the subgrant.
- S. **Eligibility, Debarment and Suspension.** By applying for this award, the subgrantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application. If compliance issues exist, subgrantee shall disclose to the MDNR all pending or unresolved violations noted in an NOV, administrative order, or civil

and criminal lawsuit, but only where those alleged violations occurred in the past two years in the State of Missouri. The MDNR will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." Subgrantee shall complete a Debarment/Suspension form when required by the MDNR. Furthermore, subgrantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.

- T. **Restrictions on Lobbying.** No portion of this award may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of a grant; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- U. **Recycled Paper.** Consistent with Federal Executive Order 13101 and 13423 and EPA Executive Order 1000.25, the subgrantee shall use recycled paper consisting of at least 30% post consumer fiber and double sided printing for all reports which are prepared as a part of this grant award and delivered to the MDNR. The subgrantee must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

- V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 05-30 and federal administrative provisions, all subgrantees shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 5%, respectively, when utilizing subgrant funds to purchase supplies, equipment, construction and services related to this subgrant.

1. The subgrantee agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the subgrant. The subgrantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will permit participation by minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;

- f. Requiring any prime contractor or other subgrantee, if subgrants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
 2. For EPA subgrants, the subgrantee agrees to submit to the MDNR grants manager a completed Form 5700-52A, U. S. Environmental Protection Agency MBE/WBE Utilization Under Federal Grants, Cooperative Agreement, and Interagency Agreements within 30 days after the end of each federal/state fiscal year or as determined by the MDNR.
 3. For EPA subgrants, the subgrantee agrees to include disadvantaged business enterprises in the affirmative steps indicated above.
- W. **Disputes.** Subgrantee and the MDNR should attempt to resolve disagreements concerning the administration or performance of the subgrant. If an agreement cannot be reached, the MDNR program director will provide a written decision. Such decision of the program director shall be final unless a request for review is submitted to the division director within ten (10) business days after the program director's decision. Such request shall include: (1) a copy of the program director's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the division director shall constitute final MDNR action.
- X. **Termination**
1. **Termination for Cause.** The MDNR may terminate any subgrant, in whole or in part, at any time before the date of completion whenever it is determined that the subgrantee has failed to comply with the terms and conditions of the subgrant. The MDNR shall promptly notify the subgrantee in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of grant funds if the subgrantee violates any term or condition of this subgrant.
 2. **Termination for Convenience.** Both the MDNR and subgrantee may terminate the subgrant, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
 3. This agreement is not transferable to any person or entity.
- Y. **Enforcement; Remedies for Noncompliance.** If a subgrantee falsifies any award document or materially fails to comply with any term of a grant, award, or subgrant, the MDNR may take one or more of the following actions, as appropriate:
1. Suspend or terminate, in whole or part, the current award or grant.;
 2. Disallow all or part of the cost of the activity or action not in compliance;
 3. Temporarily withhold cash payments pending subgrantee's correction of the deficiency;
 4. Withhold further awards from the subgrantee;
 5. Order subgrantee not to transfer ownership of assets purchased with grant money without prior MDNR approval; or
 6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
- Z. **Subgrantee's Signature.** The subgrantee's signature on the application and the award documents signifies the subgrantee's agreement to all of the terms and conditions of the award.

- AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The subgrantee, their employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), noncompliance that are available to the subgrantee under this award.
- BB. **Illegal Immigration.** As per HB 1549, 1771, 19395 & 2366 - Section 67.307 2. Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through grants administered by any state agency or department until the policy is repealed or is no longer in effect.
- CC. **Illegal Immigration – Missouri Statutes – RSMo 285.525 – 285.550 Effective January 1, 2009.** Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- DD. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent the authorized as a direct cost of carrying out the scope of work.
- EE. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original award amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the subrecipient must submit the following to the MDNR prior to MDNR signing the amendment (Subrecipient Informational Form – see Attachment 1):
- location of the entity receiving the award and primary location of performance under the award, including city, state, congressional district and county
 - a unique identifier of the entity receiving the award – DUNS #
 - a unique identifier of the parent entity of the recipient
 - names and total compensation for the five most highly compensated officers for the preceding completed fiscal year
- FF. **Executive Compensation.** If FFATA reporting requirements apply and if the award period will exceed 12 months, the subrecipient must provide to the MDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form for every 12 month period of the award agreement (Attachment 1).

II. Statutory Requirements

Subgrantees must comply with all federal state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the award. For a copy of state and federal laws that typically apply to grants from the MDNR, contact the MDNR grants manager.

Any subgrantee, in connection with its application for financial assistance, shall include a certification that the subgrantee, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the subgrantee shall report to the MDNR any instance in which the subgrantee or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or

state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this subgrant or suspension or debarment of the subgrantee

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
 5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
 6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
 7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires Subgrantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.

4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 5. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.
- L. Trafficking Victims Protection Act of 2000, Section 106, as amended (22 U.S.C. 7104(g) relating to termination of contract award based should any employee of the department, recipient or subrecipient violate this act.
- M. Missouri House Bill 1549, 1771, 1395 & 2366 – Illegal Aliens and Immigration Status Verification – This bill change the laws regarding illegal aliens and immigration status verification. Effective January 1, 2009, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform working within the state of Missouri.
- N. Federal Funding Accountability and Transparency Act of 2006 (S. 2590) – Required information on federal awards be made available to the public via a single searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance. House Resolution 2646, Amended 09/30/2008
- O. Information on Statutory Authorization
- Public Improvement, Recreation/Education, Bruce Watkins, RSMO. 253.220
<http://www.moga.mo.gov/statutes/C200-299/2530000220.HTM>
- Soil Conservation Research, RSMO. 278.080
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>
- Cost Share Program, RSMO. 278.080
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>
- Disbursements to Soil Districts, RSMO. 278.080, 278.120
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>
<http://www.moga.mo.gov/statutes/C200-299/2780000120.HTM>
- Soil Conservation Expenditure Loans, RSMO. 278.080
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>
- Soil Conservation Demonstrations, RSMO. 278.080
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>
- Recovered Materials Market Development, RSMO. 260.335
<http://www.moga.mo.gov/statutes/C200-299/2600000335.HTM>
- Water Pollution Control Loans, RSMO. 644.122
<http://www.moga.mo.gov/statutes/C600-699/6440000122.HTM>
- Energy Set-Aside Program, RSMO. 640.665
<http://www.moga.mo.gov/statutes/C600-699/6400000665.HTM>
- Public Improvement Expenditures, MO Botanical Garden & Jefferson Landing, RSMO. 253.220
<http://www.moga.mo.gov/statutes/C200-299/2530000220.HTM>
- Storm Water Grants, RSMO. 644.031
<http://www.moga.mo.gov/statutes/C600-699/6440000031.HTM>

Wastewater Treatment Grants, RSMO. 644.026
<http://www.moga.mo.gov/statutes/C600-699/6440000026.HTM>

Rural Water and Sewer Grants, RSMO. 644.026
<http://www.moga.mo.gov/statutes/C600-699/6440000026.HTM>

Outdoor Recreation Sub-Grants, RSMO. 258.083
<http://www.moga.mo.gov/statutes/C200-299/2580000083.HTM>

Information on Statutory Authorization Energy Conservation - Schools/Hospitals, RSMO.
640.653
<http://www.moga.mo.gov/statutes/C600-699/6400000653.HTM>

Energy Conservation - Local Governments/Non-Profit, RSMO. 640.653
<http://www.moga.mo.gov/statutes/C600-699/6400000653.HTM>

Waste Management Grants, RSMO. 260.335
<http://www.moga.mo.gov/statutes/C200-299/2600000335.HTM>

Environmental Grants, RSMO. 260.273-342
<http://www.moga.mo.gov/STATUTES/C260.HTM>

Historic Preservation Sub-Grants, RSMO. 253.408-415
<http://www.moga.mo.gov/STATUTES/C253.HTM>

Clean Air Act Grants and Sub-Grants, RSMO. 643.010-190
<http://www.moga.mo.gov/STATUTES/C643.HTM>

**Attachment 1
SUBRECIPIENT INFORMATIONAL FORM
Federal Funding Accountability and Transparency Act 2006**

Subrecipient Name: _____ Address: _____ City: _____ State: _____ Zip + 4: _____ Congressional District: _____ DUNS #: _____ CCR Expiration Date: _____		
Name of Parent Entity: _____ Parent Entity DUNS #: _____		
Primary Location of Performance: Address: _____ City: _____ State: _____ Zip + 4: _____ Congressional District: _____		
Subrecipient's annual gross revenues exceed 80% or more in Federal funding	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Subrecipient's annual gross revenues equal or exceed \$25,000,000 in federal funding	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Public does not have access to information about the compensation of the senior executive through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934. (15 U.S.C. 78m(a) or section 6104 of the Internal Revenue Code of 1986.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>If the answer to all the above was "Yes", provide the five most highly compensated officers' names and compensation for the calendar year in which this sub-agreement is being made. Compensation is defined as the cash and noncash dollar value earned by the executive during the sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):</p> <p>(1) salary and bonus (2) awards of stock, stock options, and stock appreciation rights (use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R) (3) earnings for services under non-equity incentive plans (this does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees) (4) change in pension value (this is the change in present value of defined benefit and actuarial pension plans) (5) above-market earnings on deferred compensation which are not tax-qualified (6) other compensation (examples: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the aggregate value for the executive exceeds \$10,000)</p>		
Subrecipient's Highly Compensated Officers	Officer's Names	Officer's Compensation
	1. _____	_____
	2. _____	_____
	3. _____	_____
	4. _____	_____
5. _____	_____	
Comments: _____ _____		
Prepared by: Name: _____ Title: _____ Email: _____ Phone Number: _____		
Authorized Signature: _____ Printed Name: _____	Date: _____	



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

Instructions

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where To Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How To Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington, DC 20460
(Telephone: 202/475-8025)

federal register

**Thursday
May 26, 1988**

Part VII

Environmental Protection Agency

**40 CFR Part 32
Debarment and Suspension Under EPA
Assistance, Loan and Benefit Programs**

**ENVIRONMENTAL PROTECTION
AGENCY**
40 CFR Part 32
[FRL-3350-8]

FOR FURTHER INFORMATION CONTACT:
Robert Meunier or David Sims, at (202)
475-8025.

**ADDITIONAL SUPPLEMENTARY
INFORMATION:** On May 26, 1987, the
Office of Management and Budget
(OMB), issued Governmentwide
guidelines governing debarment and
suspension by Executive Branch
agencies under nonprocurement
programs. On October 20, 1987, many
agencies joined in proposing a common
rule to implement the guidelines. The
Environmental Protection Agency (EPA)
also published its proposed rule at that
time, but not as part of the common rule
(52 FR 3911-). Since then, OMB has
amended the guidelines and determined
that all agencies will join the common
rule in order to ensure greater
uniformity. Comments on EPA's
proposed rule were considered in
preparing a final common rule and are
addressed in the common preamble.

EPA is adopting several additions to
the common rule. Under the common
rule, agencies have the option to insert
additional agency-specific examples to
the definitions. The definitions of
"debarring official" and "suspending
official" under the common rule are
being amended by adding
subparagraphs (g)(3) and (t)(3) to
§ 32.105 to designate the Director,
Grants Administration Division, as the
Agency's debarring and suspending
official. In addition, EPA is amending
the definition of "Principal" at
§ 32.105(p) by adding bid and
proposal estimators and preparers as an
agency-specific example.

Sections 32.110(a)(2)(iv) and
32.200(c)(5) of the final common rule
exempt transactions pursuant to
national or agency-recognized
emergencies or disasters from the effect
of a suspension or debarment. This
exemption does not apply to
transactions under any programs carried
out by EPA. Accordingly,
§ 32.110(a)(2)(iv)(A) and § 32.200(c)(5)(i)
are added to clarify these exemptions.
In special cases, EPA is authorized to
permit a debarred, suspended or
voluntarily excluded person to
participate in a particular covered
transaction by granting an exception
under § 32.215.

EPA is adding subparagraph (d) to
§ 32.115 stating that while Part 32 does
not apply to direct Federal procurement
activities, which are governed by the

Federal Acquisition Regulation (FAR),
48 CFR Subpart 9.4, it is EPA's policy,
for purposes of rational and efficient
management, to integrate its
administration of these two
complementary programs.

One commenter sought clarification
about whether a person could be
debarred or suspended for violating
environmental laws. An environmental
violation could give rise to a debarment
or suspension action under several of
the causes at § 32.305, where there is a
reasonable connection between the
offense committed and future
performance under an EPA assistance
program. For example, a conviction of
civil judgment for falsely certifying
hazardous waste disposal manifests
could result in debarment under
§ 32.305(a)(3). The unauthorized
disposal of hazardous wastes, such as
through "midnight dumping", could
result in debarment under § 32.305 (a)(4)
or (d). Failure to comply with
environmental requirements
incorporated into a public contract could
result in debarment under § 32.305(b).

The common rule requires a hearing
only where there exists a genuine
dispute as to facts material to a
proposed debarment or suspension. EPA
is adding language to §§ 32.313 and
32.412, permitting a respondent to
request a hearing regardless of whether
there are "material facts" in dispute.
This reflects EPA's policy and current
practice of affording all respondents the
same procedural options for the
resolution of pertinent issues. A request
for hearing upon suspension, however, is
still subject to denial under
§ 32.412(b)(1)(ii), where pending or
contemplated legal proceedings would
be prejudiced.

Also, the common rule makes no
provision for post-determination review
of debarment or suspension decisions.
EPA is opting to retain its current post-
determination review procedures by
adding §§ 32.330 and 32.425, which
permit a party to request the debarring/
suspending official to reconsider a
decision to debar or suspend due to an
error of fact or law. EPA is also adding
§§ 32.335 and 32.438, which permit
discretionary review of debarment and
suspension decisions by the Director of
EPA's Office of Administration, upon a
written appeal filed within 30 calendar
days of receipt of the debarring or
suspending official's determination. We
note that several comments to the
proposed common rule recommended
that an administrative review process
be provided.

The common rule states generally that
the "Agency" is authorized to settle
debarment and suspension actions. At

EPA this authority is vested in the
Director, Grants Administration
Division, as the debarring and
suspending official. Accordingly, EPA is
adding subparagraph (1) to
§ 32.315(a) to reflect this
responsibility.

The proposed common rule contained
a certification requirement which
encompassed a range of important
information from which to determine the
current eligibility or potential
responsibility of the prospective
participant. In the final common rule,
there are separate certifications, one for
primary covered transactions (e.g.,
assistance recipients) and one for lower-
tier covered transactions (e.g.,
contractors, subcontractors, suppliers).
The lower-tier certification is an
abbreviated version of the primary-tier
certification.

Because EPA is most vulnerable to
waste, fraud or abuse at the lower-tier
level, EPA is expanding the certification
for lower-tier participants by requiring
them to certify to much of the same
information provided in the certification
submitted by primary participants.
Accordingly, paragraph (3) and
subparagraphs (a) (b) and (c) are being
added to the lower-tier certification
form.

List of Subjects in 40 CFR Part 32

Administrative practice and
procedure, Assistance programs—
environmental protection, Technical
assistance.

Lee M. Thomas,
Administrator.

Dated: May 11, 1988.

Title 40 of the Code of Federal
Regulations is amended as set forth
below:

1. Part 32 is revised to read as set
forth at the end of this document:

**PART 32—GOVERNMENTWIDE
DEBARMENT AND SUSPENSION (NON-
PROCUREMENT)**
Subpart A—General

Sec.	Purpose.
32.100	Purpose.
32.105	Definitions.
32.110	Coverage.
32.115	Policy.

Subpart B—Effect of Action

32.200	Debarment or suspension.
32.205	Ineligible persons.
32.210	Voluntary exclusion.
32.215	Exception provision.
32.220	Continuation of covered transactions.
32.225	Failure to adhere to restrictions.

Subpart C—Debarment

32.300	General.
32.305	Causes for debarment.

- 32.310 Procedures.
- 32.311 Investigation and referral.
- 32.312 Notice of proposed debarment.
- 32.313 Opportunity to contest proposed debarment.
- 32.314 Debarring official's decision.
- 32.315 Settlement and voluntary exclusion.
- 32.320 Period of debarment.
- 32.325 Scope of debarment.
- 32.330 Reconsideration.
- 32.335 Appeal.

Subpart D—Suspension

- 32.400 General.
- 32.405 Causes for suspension.
- 32.410 Procedures.
- 32.411 Notice of suspension.
- 32.412 Opportunity to contest suspension.
- 32.413 Suspending official's decision.
- 32.415 Period of suspension.
- 32.420 Scope of suspension.
- 32.425 Reconsideration.
- 32.430 Appeal.

Subpart E—Responsibilities of GSA, Agency and Participants

- 32.500 GSA responsibilities.
- 32.505 EPA responsibilities.
- 32.510 Participants' responsibilities.

Appendix A—Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions

Authority: Executive Order 12549; 7 U.S.C. 136 et seq.; 15 U.S.C. 2801 et seq.; 20 U.S.C. 4011 et seq.; 33 U.S.C. 1251 et seq.; 42 U.S.C. 300f, 4001, 6001, 7401, 9801 et seq.

Subpart A—General

§ 32.100 Purpose.

(a) Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one agency shall have governmentwide effect.

(b) These regulations implement section 3 of Executive Order 12549 and the guidelines promulgated by the Office of Management and Budget under section 6 of the Executive Order by:

(1) Prescribing the programs and activities that are covered by the governmentwide system;

(2) Prescribing the governmentwide criteria and governmentwide minimum due process procedures that each agency shall use:

(3) Providing for the listing of debarred and suspended participants, participants declared ineligible (see definition of "ineligible" in § 32.105(i)), and participants who have voluntarily excluded themselves from participation in covered transactions

(4) Setting forth the consequences of a debarment, suspension, determination of ineligibility, or voluntary exclusion; and

(5) Offering such other guidance as necessary for the effective implementation and administration of the governmentwide system.

(c) Although these regulations cover the listing of ineligible participants and the effect of such listing, they do not prescribe policies and procedures governing declarations of ineligibility.

§ 32.105 Definitions.

(a) *Adequate evidence.* Information sufficient to support the reasonable belief that a particular act or omission has occurred.

(b) *Affiliate.* Persons are affiliates of each another if, directly or indirectly, either one controls or has the power to control the other, or a third person controls or has the power to control both. Indicia of control include, but are not limited to: interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the suspension or debarment of a person which has the same or similar management, ownership, or principal employees as the suspended, debarred, ineligible, or voluntarily excluded person.

(c) *Agency.* Any executive department, military department or defense agency or other agency of the executive branch, excluding the independent regulatory agencies.

(d) *Civil judgment.* The disposition of a civil action by any court of competent jurisdiction, whether entered by verdict, decision, settlement, stipulation, or otherwise creating a civil liability for the wrongful acts complained of; or a final determination of liability under the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801-12).

(e) *Conviction.* A judgment of conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a plea of nolo contendere.

(f) *Debarment.* An action taken by a debarring official in accordance with these regulations to exclude a person from participating in covered transactions. A person so excluded is "debarred."

(g) *Debarring official.* An official authorized to impose debarment. The debarring official is either:

(1) The agency head, or

(2) An official designated by the agency head.

(3) The Director, Grants Administration Division, is the authorized debarring official.

(h) *Indictment.* Indictment for a criminal offense. An information or other filing by competent authority charging a criminal offense shall be given the same effect as an indictment.

(i) *Ineligible.* Excluded from participation in Federal nonprocurement

programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

(j) *Legal proceedings.* Any criminal proceeding or any civil judicial proceeding to which the Federal Government or a State of local government or quasi-governmental authority is a party. The term includes appeals from such proceedings.

(k) *Nonprocurement List.* The portion of the *List of Parties Excluded from Federal Procurement or Nonprocurement Programs* compiled, maintained and distributed by the General Services Administration (GSA) containing the names and other information about persons who have been debarred, suspended, or voluntarily excluded under Executive Order 12549 and these regulations, and those who have been determined to be ineligible.

(l) *Notice.* A written communication served in person or sent by certified mail, return receipt requested, or its equivalent, to the last known address of a party, its identified counsel, its agent for service of process, or any partner, officer, director, owner, or joint venturer of the party. Notice, if undeliverable, shall be considered to have been received by the addressee five days after being properly sent to the last address known by the agency.

(m) *Participant.* Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction. This term also includes any person who acts on

behalf of or is authorized to commit a participant in a covered transaction as an agent or representative of another participant.

(n) *Person*. Any individual, corporation, partnership, association, unit of government or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

(o) *Preponderance of the evidence*. Proof by information that, compared with that opposing it, leads to the conclusion that the fact at issue is more probably true than not.

(p) *Principal*. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered transaction, whether or not employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

(1) Principal investigators.

(2) Bid and proposal estimators and preparers.

(q) *Proposal*. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.

(r) *Respondent*. A person against whom a debarment or suspension action has been initiated.

(s) *State*. Any of the States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency of a State, exclusive of institutions of higher education, hospitals, and units of local government. A State instrumentality will be considered part of the State government if it has a written determination from a State government that such State considers that instrumentality to be an agency of the State government.

(t) *Suspending official*. An official authorized to impose suspension. The suspending official is either:

(1) The agency head, or

(2) An official designated by the agency head.

(3) The Director, Grants Administration Division, is the authorized suspending official.

(u) *Suspension*. An action taken by a suspending official in accordance with these regulations that immediately excludes a person from participating in covered transactions for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

(v) *Voluntary exclusion or voluntarily excluded*. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

(w) *EPA*. Environmental Protection Agency.

(x) *Agency Head*. Administrator of the Environmental Protection Agency.

§ 32.110 Coverage.

(a) These regulations apply to all persons who have participated, are currently participating or may reasonably be expected to participate in transactions under Federal nonprocurement programs. For purposes of these regulations such transactions will be referred to as "covered transactions."

(1) *Covered transaction*. For purposes of these regulations, a covered transaction is a primary covered transaction or a lower tier covered transaction. Covered transactions at any tier need not involve the transfer of Federal funds.

(i) *Primary covered transaction*. Except as noted in paragraph (a)(2) of this section, a primary covered transaction is any nonprocurement transaction between an agency and a person, regardless of type, including: grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, donation agreements and any other nonprocurement transactions between a Federal agency and a person. Primary covered transactions also include those transactions specially designated by the U.S. Department of Housing and Urban Development in such agency's regulations governing debarment and suspension.

(ii) *Lower tier covered transaction*. A lower tier covered transaction is:

(A) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction.

(B) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold

fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a primary covered transaction.

(C) Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. Such persons are:

(1) Principal investigators.

(2) Provider of federal'-required audit services.

(2) *Exceptions*. The following transactions are not covered:

(i) Statutory entitlements or mandatory awards (but not sub-tier awards thereunder which are not themselves mandatory), including deposited funds insured by the Federal Government;

(ii) Direct awards to foreign governments or public international organizations, or transactions with foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, entities consisting wholly or partially of foreign governments or foreign governmental entities;

(iii) Benefits to an individual as a personal entitlement without regard to the individual's present responsibility (but benefits received in an individual's business capacity are not excepted);

(iv) Federal employment;

(A) For the purpose of this paragraph, no transactions under EPA assistance programs are deemed to be pursuant to agency-recognized emergencies or disasters.

(v) Transactions pursuant to national or agency-recognized emergencies or disasters;

(vi) Incidental benefits derived from ordinary governmental operations; and

(vii) Other transactions where the application of these regulations would be prohibited by law.

(b) *Relationship to other sections*. This section describes the types of transactions to which a debarment or suspension under the regulations will apply. Subpart B, "Effect of Action," § 32.200, "Debarment or suspension," sets forth the consequences of a debarment or suspension. Those consequences would obtain only with respect to participants and principals in the covered transactions and activities described in § 32.110(a). Sections 32.325, "Scope of debarment," and 32.420, "Scope of suspension," govern the extent to which a specific participant or organizational elements of

a participant would be automatically included within a debarment or suspension action, and the conditions under which affiliates or persons associated with a participant may also be brought within the scope of the action.

(c) *Relationship to Federal procurement activities.* Debarment and suspension of Federal procurement contractors and subcontractors under Federal procurement contracts are covered by the Federal Acquisition Regulation (FAR), 48 CFR Subpart 9.4.

§ 32.115 Policy.

(a) In order to protect the public interest, it is the policy of the Federal Government to conduct business only with responsible persons. Debarment and suspension are discretionary actions that, taken in accordance with Executive Order 12549 and these regulations, are appropriate means to implement this policy.

(b) Debarment and suspension are serious actions which shall be used only in the public interest and for the Federal Government's protection and not for purposes of punishment. Agencies may impose debarment or suspension for the causes and in accordance with the procedures set forth in these regulations.

(c) When more than one agency has an interest in the proposed debarment or suspension of a person, consideration shall be given to designating one agency as the lead agency for making the decision. Agencies are encouraged to establish methods and procedures for coordinating their debarment or suspension actions.

(d) While Part 32 does not apply to direct Federal procurement activities, which are governed by the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 9.4, it is EPA's policy to integrate its administration of these two complementary debarment and suspension programs.

Subpart B—Effect of Action

§ 32.200 Debarment or suspension.

(a) *Primary covered transactions.* Except to the extent prohibited by law, persons who are debarred or suspended shall be excluded from primary covered transactions as either participants or principals throughout the executive branch of the Federal Government for the period of their debarment or suspension. Accordingly, no agency shall enter into primary covered transactions with such debarred or suspended persons during such period, except as permitted pursuant to § 32.215.

(b) *Lower tier covered transactions.* Except to the extent prohibited by law, persons who have been debarred or suspended shall be excluded from participating as either participants or principals in all lower tier covered transactions (see § 32.110(a)(1)(ii)) for the period of their debarment or suspension.

(c) *Exceptions.* Debarment or suspension does not affect a person's eligibility for:

(1) Statutory entitlements or mandatory awards (but not subtier awards thereunder which are not themselves mandatory), including deposited funds insured by the Federal Government;

(2) Direct awards to foreign governments or public international organizations, or transactions with foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities;

(3) Benefits to an individual as a personal entitlement without regard to the individual's present responsibility (but benefits received in an individual's business capacity are not excepted);

(4) Federal employment;

(5) Transactions pursuant to national or agency-recognized emergencies or disasters:

(i) For the purposes of this paragraph, no transactions under EPA assistance programs are deemed agency-recognized emergencies or disasters.

(6) Incidental benefits derived from ordinary governmental operations; and

(7) Other transactions where the application of these regulations would be prohibited by law.

§ 32.205 Ineligible persons.

Persons who are ineligible, as defined in § 32.105(i), are excluded in accordance with the applicable statutory, executive order, or regulatory authority.

§ 32.210 Voluntary exclusion.

Persons who accept voluntary exclusions under § 32.315 are excluded in accordance with the terms of their settlements. EPA shall, and participants may, contact the original action agency to ascertain the extent of the exclusion.

§ 32.215 Exception provision.

EPA may grant an exception permitting a debarred, suspended, or voluntarily excluded person to

participate in a particular covered transaction upon a written determination by the agency head or an authorized designee stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549 and § 32.200 of this rule. However, in accordance with the President's stated intention in the Executive Order, exceptions shall be granted only infrequently. Exceptions shall be reported in accordance with § 32.505(a).

(a) The Director, Grants Administration Division, is the official authorized to grant exceptions.

§ 32.220 Continuation of covered transactions.

(a) Notwithstanding the debarment, suspension, determination of ineligibility, or voluntary exclusion of any person by an agency, agencies and participants may continue covered transactions in existence at the time the person was debarred, suspended, declared ineligible, or voluntarily excluded. A decision as to the type of termination action, if any, to be taken should be made only after thorough review to ensure the propriety of the proposed action.

(b) Agencies and participants shall not renew or extend covered transactions (other than no-cost time extensions) with any person who is debarred, suspended, ineligible, or voluntarily excluded, except as provided in § 32.215.

§ 32.225 Failure to adhere to restrictions.

Except as permitted under § 32.215 or § 32.220 of these regulations, a participant shall not knowingly do business under a covered transaction with a person who is debarred or suspended, or with a person who is ineligible for or voluntarily excluded from that covered transaction. Violation of this restriction may result in disallowance of costs, annulment or termination of award, issuance of a stop work order, debarment or suspension, or other remedies, as appropriate. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction (see Appendix B), unless it knows that the certification is erroneous. An agency has the burden of proof that such participant did knowingly do business with such a person.

Subpart C—Debarment**§ 32.300 General.**

The debarment official may debar a person for any of the causes in § 32.305, using procedures established in §§ 32.310 through 32.314. The existence of a cause for debarment, however, does not necessarily require that the person be debarred; the seriousness of the person's acts or omissions and any mitigating factors shall be considered in making any debarment decision.

§ 32.305 Causes for debarment.

Debarment may be imposed in accordance with the provisions of §§ 32.300 through 32.314 for:

(a) Conviction of or civil judgment for:

(1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

(2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;

(3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice; or

(4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a person.

(b) Violation of the terms of a public agreement or transaction so serious as to affect the integrity of an agency program, such as:

(1) A willful failure to perform in accordance with the terms of one or more public agreements or transactions;

(2) A history of failure to perform or of unsatisfactory performance of one or more public agreements or transactions; or

(3) A willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction.

(c) Any of the following causes:

(1) A nonprocurement debarment by any Federal agency taken before October 1, 1988, the effective date of these regulations, or a procurement debarment by any Federal agency taken pursuant to 48 CFR Subpart 9.4;

(2) Knowingly doing business with a debarred, suspended, ineligible, or voluntarily excluded person, in connection with a covered transaction, except as permitted in § 32.215 or § 32.220;

(3) Failure to pay a single substantial debt, or a number of outstanding debts (including disallowed costs and overpayments, but not including sums owed the Federal Government under the Internal Revenue Code) owed to any Federal agency or instrumentality, provided the debt is uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted; or

(4) Violation of a material provision of a voluntary exclusion agreement entered into under § 32.315 or of any settlement of a debarment or suspension action.

(d) Any other cause of so serious or compelling a nature that it affects the present responsibility of a person.

§ 32.310 Procedures.

EPA shall process debarment actions as informally as practicable, consistent with the principles of fundamental fairness, using the procedures in §§ 32.311 through 32.314.

§ 32.311 Investigation and referral.

Information concerning the existence of a cause for debarment from any source shall be promptly reported, investigated, and referred, when appropriate, to the debarment official for consideration. After consideration, the debarment official may issue a notice of proposed debarment.

§ 32.312 Notice of proposed debarment.

A debarment proceeding shall be initiated by notice to the respondent advising:

(a) That debarment is being considered;

(b) Of the reasons for the proposed debarment in terms sufficient to put the respondent on notice of the conduct or transaction(s) upon which it is based;

(c) Of the cause(s) relied upon under § 32.305 for proposing debarment;

(d) Of the provisions of § 32.311 through § 32.314, and any other EPA procedures, if applicable, governing debarment decisionmaking; and

(e) Of the potential effect of a debarment.

§ 32.313 Opportunity to contest proposed debarment.

(a) *Submission in opposition.* Within 30 days after receipt of the notice of proposed debarment, the respondent may submit, in person, in writing, or through a representative, information and argument in opposition to the proposed debarment.

(1) If the respondent desires a hearing, it shall submit a written request to the debarment official within the 30-day period following receipt of the notice of proposed debarment.

(b) *Additional proceedings as to disputed material facts.* (1) In actions not based upon a conviction or civil judgment, if the debarment official finds that the respondent's submission in opposition raises a genuine dispute over facts material to the proposed debarment, respondent(s) shall be afforded an opportunity to appear with a representative, submit documentary evidence, present witnesses, and confront any witness the agency presents.

(2) A transcribed record of any additional proceedings shall be made available at cost to the respondent, upon request, unless the respondent and the agency, by mutual agreement, waive the requirement for a transcript.

§ 32.314 Debarment official's decision.

(a) *No additional proceedings necessary.* In actions based upon a conviction or civil judgment, or in which there is no genuine dispute over material facts, the debarment official shall make a decision on the basis of all the information in the administrative record, including any submission made by the respondent. The decision shall be made within 45 days after receipt of any information and argument submitted by the respondent, unless the debarment official extends this period for good cause.

(b) *Additional proceedings necessary.* (1) In actions in which additional proceedings are necessary to determine disputed material facts, written findings of fact shall be prepared. The debarment official shall base the decision on the facts as found, together with any information and argument submitted by the respondent and any other information in the administrative record.

(2) The debarment official may refer disputed material facts to another official for findings of fact. The debarment official may reject any such findings, in whole or in part, only after specifically determining them to be arbitrary and capricious or clearly erroneous.

(3) The debarment official's decision shall be made after the conclusion of the proceedings with respect to disputed facts.

(c) (1) *Standard of proof.* In any debarment action, the cause for debarment must be established by a preponderance of the evidence. Where the proposed debarment is based upon a conviction or civil judgment, the standard shall be deemed to have been met.

(2) *Burden of proof.* The burden of proof is on the agency proposing debarment.

(d) *Notice of debarring official's decision.* (1) If the debarring official decides to impose debarment, the respondent shall be given prompt notice:

(i) Referring to the notice of proposed debarment;

(ii) Specifying the reasons for debarment;

(iii) Stating the period of debarment, including effective dates; and

(iv) Advising that the debarment is effective for covered transactions throughout the executive branch of the Federal Government unless an agency head or an authorized designee makes the determination referred to in § 32.215.

(2) If the debarring official decides not to impose debarment, the respondent shall be given prompt notice of that decision. A decision not to impose debarment shall be without prejudice to a subsequent imposition of debarment by any other agency.

§ 32.315 Settlement and voluntary exclusion.

(a) When in the best interest of the Government, EPA may, at any time, settle a debarment or suspension action.

(b) If a participant and the agency agree to a voluntary exclusion of the participant, such voluntary exclusion shall be entered on the Nonprocurement List (see Subpart E).

(1) The debarring and suspending official is the official authorized to settle debarment or suspension actions.

§ 32.320 Period of debarment.

(a) Debarment shall be for a period commensurate with the seriousness of the cause(s). Generally, a debarment should not exceed three years. Where circumstances warrant, a longer period of debarment may be imposed. If a suspension precedes a debarment, the suspension period shall be considered in determining the debarment period.

(b) The debarring official may extend an existing debarment for an additional period, if that official determines that an extension is necessary to protect the public interest. However, a debarment may not be extended solely on the basis of the facts and circumstances upon which the initial debarment action was based. If debarment for an additional period is determined to be necessary, the procedures of §§ 32.311 through 32.314 shall be followed to extend the debarment.

(c) The respondent may request the debarring official to reverse the debarment decision or to reduce the period or scope of debarment. Such a

request shall be in writing and supported by documentation. The debarring official may grant such a request for reasons including, but not limited to:

(1) Newly discovered material evidence;

(2) Reversal of the conviction or civil judgment upon which the debarment was based;

(3) Bona fide change in ownership or management;

(4) Elimination of other causes for which the debarment was imposed; or

(5) Other reasons the debarring official deems appropriate.

§ 32.325 Scope of debarment.

(a) *Scope in general.* (1) Debarment of a person under these regulations constitutes debarment of all its divisions and other organizational elements from all covered transactions, unless the debarment decision is limited by its terms to one or more specifically identified individuals, divisions or other organizational elements or to specific types of transactions.

(2) The debarment action may include any affiliate of the participant that is specifically named and given notice of the proposed debarment and an opportunity to respond (see §§ 32.311 through 32.314).

(b) *Imputing conduct.* For purposes of determining the scope of debarment, conduct may be imputed as follows:

(1) *Conduct imputed to participant.* The fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with a participant may be imputed to the participant when the conduct occurred in connection with the individual's performance of duties for or on behalf of the participant, or with the participant's knowledge, approval, or acquiescence. The participant's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

(2) *Conduct imputed to individuals associated with participant.* The fraudulent, criminal, or other seriously improper conduct of a participant may be imputed to any officer, director, shareholder, partner, employee, or other individual associated with the participant who participated in, knew of, or had reason to know of the participant's conduct.

(3) *Conduct of one participant imputed to other participants in a joint venture.* The fraudulent, criminal, or other seriously improper conduct of one participant in a joint venture, grant pursuant to a joint application, or similar arrangement may be imputed to

other participants if the conduct occurred for or on behalf of the joint venture, grant pursuant to a joint application, or similar arrangement may be imputed to other participants if the conduct occurred for or on behalf of the joint venture, grant pursuant to a joint application, or similar arrangement or with the knowledge, approval, or acquiescence of these participants. Acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

§ 32.330 Reconsideration.

Any party to the action may petition the debarring official to reconsider a debarment determination for alleged errors of fact or law. The petition for reconsideration must be in writing and filed within 10 calendar days from the date of the party's receipt of the determination.

§ 32.335 Appeal.

(a) The debarment determination under § 32.314 shall be final. However, any party to the action may request the Director, Office of Administration (OA Director), to review the findings of the debarring official by filing a request with the OA Director within 30 calendar days of the party's receipt of the debarment determination, or its reconsideration. The request must be in writing and set forth the specific reasons why relief should be granted.

(b) A review under this section shall be at the discretion of the OA Director. If a review is granted, the debarring official may stay the effective date of a debarment order pending resolution of the appeal. If a debarment is stayed, the stay shall be automatically lifted if the OA Director affirms the debarment.

(c) The review shall be based solely upon the record. The OA Director may set aside a determination only if it is found to be arbitrary, capricious, and abuse of discretion, or based upon a clear error of law.

(d) The OA Director's subsequent determination shall be in writing and mailed to all parties.

(e) A determination under § 32.314 or a review under this section shall not be subject to a dispute or a bid protest under Parts 30, 31 or 33 of this subchapter.

Subpart D—Suspension

§ 32.400 General.

(a) The suspending official may suspend a person for any of the causes in § 32.405 using procedures established in §§ 32.410 through 32.413.

(b) Suspension is a serious action to be imposed only when:

(1) There exists adequate evidence of one or more of the causes set out in § 32.405, and

(2) Immediate action is necessary to protect the public interest.

(c) In assessing the adequacy of the evidence, the agency should consider how much information is available, how credible it is given the circumstances, whether or not important allegations are corroborated, and what inferences can reasonably be drawn as a result. This assessment should include an examination of basic documents such as grants, cooperative agreements, loan authorizations, and contracts.

§ 32.405 Causes for suspension.

(a) Suspension may be imposed in accordance with the provisions of §§ 32.400 through 32.413 upon adequate evidence:

(1) To suspect the commission of an offense listed in § 32.305(a); or

(2) That a cause for debarment under § 32.305 may exist.

(b) Indictment shall constitute adequate evidence for purposes of suspension actions.

§ 32.410 Procedures.

(a) *Investigation and referral.* Information concerning the existence of a cause for suspension from any source shall be promptly reported, investigated, and referred, when appropriate, to the suspending official for consideration. After consideration, the suspending official may issue a notice of suspension.

(b) *Decisionmaking process.* EPA shall process suspension actions as informally as practicable, consistent with principles of fundamental fairness, using the procedures in § 32.411 through § 32.413.

§ 32.411 Notice of suspension.

When a respondent is suspended, notice shall immediately be given:

(a) That suspension has been imposed;

(b) That the suspension is based on an indictment, conviction, or other adequate evidence that the respondent has committed irregularities seriously reflecting on the propriety of further Federal Government dealings with the respondent;

(c) Describing any such irregularities in terms sufficient to put the respondent on notice without disclosing the Federal Government's evidence;

(d) Of the cause(s) relied upon under § 32.405 for imposing suspension;

(e) That the suspension is for a temporary period pending the completion of an investigation or ensuing legal, debarment, or Program Fraud Civil Remedies Act proceedings;

(f) Of the provisions of § 32.411 through § 32.413 and any other EPA procedures, if applicable, governing suspension decisionmaking; and

(g) Of the effect of the suspension.

§ 32.412 Opportunity to contest suspension.

(a) *Submission in opposition.* Within 30 days after receipt of the notice of suspension, the respondent may submit, in person, in writing, or through a representative, information and argument in opposition to the suspension.

(1) If the respondent desires a hearing, it shall submit a written request to the suspending official within the 30-day period following receipt of the notice of suspension.

(b) *Additional proceedings as to disputed material facts.* (1) If the suspending official finds that the respondent's submission in opposition raises a genuine dispute over facts material to the suspension, respondent(s) shall be afforded an opportunity to appear with a representative, submit documentary evidence, present witnesses, and confront any witness the agency presents, unless:

(i) The action is based on an indictment, conviction or civil judgment, or

(ii) A determination is made, on the basis of Department of Justice advice, that the substantial interests of the Federal Government in pending or contemplated legal proceedings based on the same facts as the suspension would be prejudiced.

(2) A transcribed record of any additional proceedings shall be prepared and made available at cost to the respondent, upon request, unless the respondent and the agency, by mutual agreement, waive the requirement for a transcript.

§ 32.413 Suspending official's decision.

The suspending official may modify or terminate the suspension (for example, see § 32.320(c) for reasons for reducing the period or scope of debarment) or may leave it in force.

However, a decision to modify or terminate the suspension shall be without prejudice to the subsequent imposition of suspension by any other agency or debarment by any agency. The decision shall be rendered in accordance with the following provisions:

(a) *No additional proceedings necessary.* In actions: based on an indictment, conviction, or civil judgment; in which there is no genuine dispute over material facts; or in which additional proceedings to determine disputed material facts have been denied on the basis of Department of Justice advice, the suspending official shall make a decision on the basis of all the information in the administrative record, including any submission made by the respondent. The decision shall be made within 45 days after receipt of any information and argument submitted by the respondent, unless the suspending official extends this period for good cause.

(b) *Additional proceedings necessary.* (1) In actions in which additional proceedings are necessary to determine disputed material facts, written findings of fact shall be prepared. The suspending official shall base the decision on the facts as found, together with any information and argument submitted by the respondent and any other information in the administrative record.

(2) The suspending official may refer matters involving disputed material facts to another official for findings of fact. The suspending official may reject any such findings, in whole or in part, only after specifically determining them to be arbitrary or capricious or clearly erroneous.

(c) *Notice of suspending official's decision.* Prompt written notice of the suspending official's decision shall be sent to the respondent.

§ 32.415 Period of suspension.

(a) Suspension shall be for a temporary period pending the completion of an investigation or ensuing legal, debarment, or Program Fraud Civil Remedies Act proceedings, unless terminated sooner by the suspending official or as provided in paragraph (b) of this section.

(b) If legal or administrative proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated unless an Assistant Attorney General or United States Attorney requests its extension in writing, in which case it may be extended for an additional six months. In no event may a

suspension extend beyond 18 months, unless such proceedings have been initiated within that period.

(c) The suspending official shall notify the Department of Justice of an impending termination of a suspension, at least 30 days before the 12-month period expires, to give that Department an opportunity to request an extension.

§ 32.420 Scope of suspension.

The scope of a suspension is the same as the scope of a debarment (see § 32.325), except that the procedures of §§ 32.410 through 32.413 shall be used in imposing a suspension.

§ 32.425 Reconsideration.

Any party to the action may petition the suspending official to reconsider a suspension determination for alleged errors of fact or law. The petition for reconsideration must be in writing and filed within 10 calendar days from the date of the party's receipt of the suspension determination.

§ 32.430 Appeal.

(a) The suspension determination under § 32.413 shall be final. However, any party to the action may request the Director, Office of Administration (OA Director), to review the findings of the suspending official by filing a request with the OA Director within 30 calendar days of the party's receipt of the suspension determination, or its reconsideration. The request must be in writing and set forth the specific reasons why relief should be granted.

(b) A review under this section shall be at the discretion of the OA Director. If a review is granted, the suspending official may stay the effective date of a suspension order pending resolution of appeal. If a suspension is stayed, the stay shall be automatically lifted if the OA Director affirms the suspension.

(c) The review shall be based solely upon the record. The OA Director may set aside a determination only if it is found to be arbitrary, capricious, an abuse of discretion, or based upon a clear error of law.

(d) The OA Director's subsequent determination shall be in writing and mailed to all parties.

(e) A determination under § 32.413 or a review under this section shall not be subject to a dispute or a bid protest under Parts 30, 31, or 33 of this subchapter.

Subpart E—Responsibilities of GSA, Agency and Participants

§ 32.500 GSA responsibilities.

(a) In accordance with the OMB guidelines, GSA shall compile, maintain, and distribute a list of all persons who have been debarred, suspended, or voluntarily excluded by agencies under Executive Order 12549 and these regulations, and those who have been determined to be ineligible.

(b) At a minimum, this list shall indicate:

- (1) The names and addresses of all debarred, suspended, ineligible, and voluntarily excluded persons, in alphabetical order, with cross-references when more than one name is involved in a single action;
- (2) The type of action;
- (3) The cause for the action;
- (4) The scope of the action;
- (5) Any termination date for each listing; and
- (6) The agency and name and telephone number of the agency point of contact for the action.

§ 32.505 EPA responsibilities.

(a) The agency shall provide GSA with current information concerning debarments, suspension, determinations of ineligibility, and voluntary exclusions it has taken. Until February 18, 1989, the agency shall also provide GSA and OMB with information concerning all transactions in which EPA has granted exceptions under § 32.215 permitting participation by debarred, suspended, or voluntarily excluded persons.

(b) Unless an alternative schedule is agreed to by GSA, the agency shall advise GSA of the information set forth in § 32.500(b) and of the exceptions granted under § 32.215 within five working days after taking such actions.

(c) The agency shall direct inquiries concerning listed persons to the agency that took the action.

(d) Agency officials shall check the Nonprocurement List before entering covered transactions to determine whether a participant in a primary transaction is debarred, suspended, ineligible, or voluntarily excluded (Tel. #).

(e) Agency officials shall check the Nonprocurement List before approving principals or lower tier participants where agency approval of the principal

or lower tier participant is required under the terms of the transaction, to determine whether such principals or participants are debarred, suspended, ineligible, or voluntarily excluded.

§ 32.510 Participants' responsibilities.

(a) *Certification by participants in primary covered transactions.* Each participant shall submit the certification in Appendix A to this Part for it and its principals at the time the participant submits its proposal in connection with a primary covered transaction, except that States need only complete such certification as to their principals. Participants may decide the method and frequency by which they determine the eligibility of their principals. In addition, each participant may, but is not required to, check the Nonprocurement List for its principals (Tel. #). Adverse information on the certification will not necessarily result in denial of participation. However, the certification, and any additional information pertaining to the certification submitted by the participant, shall be considered in the administration of covered transactions.

(b) *Certification by participants in lower tier covered transactions.* (1) Each participant shall require participants in lower tier covered transactions to include the certification in Appendix B to this Part for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

(2) A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction by any Federal agency, unless it knows that the certification is erroneous. Participants may decide the method and frequency by which they determine the eligibility of their principals. In addition, a participant may, but is not required to, check the Nonprocurement List for its principals and for participants (Tel. #).

(c) *Changed circumstances regarding certification.* A participant shall provide immediate written notice to EPA if at any time the participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Participants in lower tier covered transactions shall provide the same updated notice to the participant to which it submitted its proposals.

Appendix A—Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel. #).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently included for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel. #).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The prospective lower-tier participant also certifies that it and its principals:

(a) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (3)(a) of this certification; and

(c) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

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Attachment G – BCRM
Hinkson Creek Urban Retrofit

OMB CONTROL NO. 2090-0030
 APPROVED: 05/01/2008
 APPROVAL EXPIRES: 12/22/2013

U.S. ENVIRONMENTAL PROTECTION AGENCY
MBE/WBE UTILIZATION UNDER FEDERAL GRANTS
AND COOPERATIVE AGREEMENTS

PART I. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR (Oct. 1-Sep 30) 20_____	1B. REPORTING PERIOD (Check ALL appropriate boxes) <input type="checkbox"/> 1 st (Oct-Dec) <input type="checkbox"/> 2 nd (Jan-Mar) <input type="checkbox"/> 3 rd (Apr-Jun) <input type="checkbox"/> 4 th (Jul-Sep) <input type="checkbox"/> Semi-Annual (Oct-Mar) <input type="checkbox"/> Semi-Annual (Apr-Sep) <input type="checkbox"/> Annual <input type="checkbox"/> Check if this is the last report for the project (Project completed).				
1C. REVISION OF A PRIOR REPORT? Y or N Year: _____ Quarter: _____	BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:				
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE Coordinator)	3A. RECIPIENT NAME AND ADDRESS				
2B. EPA DBE COORDINATOR Name: _____ E-mail: _____	2C. PHONE: Fax: _____	3B. RECIPIENT REPORTING CONTACT: Name: _____ E-mail: _____	3C. PHONE: Fax: _____		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER <small>(SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)</small>	4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:				
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT <small>(SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)</small> EPA Share: \$ _____ Recipient Share: \$ _____	5B. If NO procurement and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), CHECK and SKIP to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs. <input type="checkbox"/>				
5C. Total Procurements This Reporting Period <small>(Only include amount not reported in any prior reporting period)</small> Total Procurement Amount \$ _____ <small>(Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)</small>					
5D. Were sub-awards issued under this assistance agreement? Yes <input type="checkbox"/> No <input type="checkbox"/> Were contracts issued under this assistance agreement ? Yes <input type="checkbox"/> No <input type="checkbox"/>					
5E. MBE/WBE Accomplishments This Reporting Period Actual MBE/WBE Procurement Accomplished: <small>(Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.)</small>					
	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>
\$MBE:	_____	_____	_____	_____	0.00
\$WBE:	_____	_____	_____	_____	0.00
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.) 					
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			TITLE		
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			DATE		

PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____

1. Procurement Made By			2. Business Enterprise		3. \$ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Services ^A (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Sub-Recipient and/or SRF Loan Recipient	Prime	Minority	Women				

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter, semiannually, or annually, per the terms and conditions of the financial assistance agreement.

	Quarterly Reporting Due Date	Semiannual Reporting Due Date	Annual Reporting Due Date
Agreements awarded prior to May 27, 2008	January 30, April 30, July 30, October 30	N/A	October 30
Agreements awarded on or after May 27, 2008	N/A	April 30, October 30	October 30

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA

recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.

6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined here.

C. Instructions for Part I:

1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. **November 29, 2010 falls within Federal fiscal year 2011**)

1b. Check applicable reporting box, quarterly, semiannually, or annually. Also indicate if this is the last report for the project.

1c. Indicate if this is a revision to a previous year, half-year, or quarter, and provide a brief description of the revision you are making.

2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at www.epa.gov/osbp. Click on "Regional Contacts" for the name of your coordinator.

3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4a. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form. Please note that although the New DBE Rule (which took effect May 27, 2008) revised the reporting frequency requirements from quarterly to semiannually, that change only applies to agreements awarded AFTER the New DBE Rule took effect. Therefore, SRF recipients may either continue to report activity for all Agreements on one form on a quarterly basis until the last award that was made prior to the New DBE Rule has been closed out; OR, the recipient may split the submission of SRF reports into quarterly reports for Agreements awarded prior the New DBE Rule, and semiannually for the awards made after the New DBE Rule.

4b. Refer back to Assistance Agreement document for this information.

5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.

5b. Self-explanatory.

5c. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

5d. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement by indicating "yes" or "no".

5e. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** In 5c please enter the total procurement amount for the quarter, or semiannual period, under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what

- specific steps you are taking to achieve the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.
7. Name and title of official administrator or designated reporting official.
 8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.

and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31,

DNR/Water Protection Program
Simplified Version of
Instructions for Completing the MBE/WBE Form for Subgrantees (5700-52A)
(Minority Business Enterprise/Women Business Enterprise)

- 1A. **Federal Fiscal Year** is the federal year you are reporting the current quarter or annual data for. (For instance, if the report is for Jul-Sept 1997 the fiscal year would be FY97 since the federal fiscal year runs October through September. October 1997 through September 1998 would be FY98 and so on).
- 1B. **Reporting Quarter** is the quarter you are reporting on or check annual if you report once per year, which is allowable and acceptable for 604b and 319 grant projects. (104b projects must report quarterly).
- 1C. **Revision** is for if you need to revise a prior report already submitted. Send copy of the previous report that is needing corrected highlighting the item and explain the correction in Block No. 6 and attach to a new revised form 5700-52A.
- 2A. **Federal Financial Assistance Agency** - insert Missouri Department of Natural Resources, PO Box 176, Jefferson City, MO 65102.
- 2B. **Reporting Contact** is the DNR WPCP project manager
- 2C. **Phone:** DNR project manager's phone number.
- 3A. **Reporting Recipient** is the agency the subgrant was awarded.
- 3B. **Reporting Contact** is the recipient contact person (project manager)
- 3C. **Phone:** Recipient Project Manager phone number.
- 4A. **Financial Assistance Agreement ID Number** is the number assigned the subgrant, which can be found on the Subgrant Assistance Agreement page, block #2 or on the Minigrant Assistance Agreement page, under Minigrant Number.
- 4B. **Federal Financial Assistance Program** is the type of grant funds awarded for the project and year if known (for example: FY93-319 grant, FY96-604b grant, 104b grant, etc.) You can locate this information on the Assistance Agreement documents under Source of Funding/Yr.
- 5A. **Total Assistance Agreement Amount for EPA share** - is the total in block #11 of the Assistance Award Agreement under Initial Award or Amended Award whichever is the current award amount and for Minigrants it is under section Project Funding: Award. **Recipient share** - is the Initial Recipient Match or Amended Recipient match in block #11, whichever is current and on Minigrants it is the line for Recipient Match.
- 5B. **Self-explanatory.**
- 5C. **Total Procurement Amount This Reporting Period** is actual dollars spent in the reporting period by the Recipient (excluding salaries, fringe, and indirect).
- 5D. **Self-explanatory.**
- 5E. **Actual MBE/WBE Procurement Accomplished This Reporting Period** is the actual dollars spent for a MBE or a WBE in the listed categories by the recipient. This does not include salary, fringe or indirect of recipients award budget. Some Travel and Other expense may fit under Services.
6. **Additional Comments or Explanations** are self-explanatory. If no MBE/WBE activity, must include comment.

7. **Name of Authorized Representative** is authority figure who signed the federal assistance award agreement.
8. **Signature of Authorized Representative** is authority figure who signed the federal assistance award agreement.

Part II.

Recipient is the subgrantee and other two choices are anyone the recipient has subcontracted with.

The rest of the Part II form is self-explanatory.

If you have any questions in regard to completing this form, please contact the DNR project manager.

MBE/WBE certified vendors can be looked up at Website: <http://www.SBA.gov>

Vendors can also register as a MBE or WBE at this site.

Another helpful site is on the Missouri State Website: <http://www.oa.mo.gov/purch/vendor.html> **then go to MBE/WBE Information under Quick Links**



Applicant Name: _____
Project/Program Title

Attachment H - BCRM
Hinkson Creek Urban Retrofit

ANTI-LOBBYING ACT OF 1990 APPLICANT CERTIFICATION

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) *No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
- (2) *If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.*
- (3) *The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

Date

Signature of Authorized Representative

(R7PLMG/GRAD:12/94)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 28th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between Boone County and Voluntary Action Center for the purchase of the service; Meeting Basic Needs. The terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 28th day of January, 2014.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

AGREEMENT

THIS AGREEMENT entered into this 28th day of January, 2014, by and between the County of Boone, Missouri, through its County Commission, hereinafter called "County", and Voluntary Action Center hereinafter called "Contractor";

WITNESSETH:

WHEREAS, County desires to purchase the following program service:

Meeting Basic Needs

as stated in the proposal, including any revisions, received by and on file with the County, which is hereby incorporated by reference as fully as if herein set forth;

NOW, THEREFORE, it is hereby agreed by and between County and Contractor as follows:

I.

Contractor agrees to furnish and County agrees to purchase:

133 units (*one basic needs item or service for one person*) at a rate of \$21.33 per unit.

II.

Contractor agrees that the services provided under this Agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2014 program budget on file with the County. Any substantive changes in the budget shall be approved by the County prior to incurring any expenses.

Contractor certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Contractor agrees to submit to and maintain with the County current versions of the following required documents of the contracted entity: IRS Tax Exempt Status Determination letter; documentation from the Missouri Secretary of State indicating the entity is registered as a corporation in good standing; most recently completed IRS 990 or 990 EZ; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; organizational chart; board of directors roster; if applicable, an ADA plan of accommodation and a transition plan.

IV.

Contractor agrees to fully participate in and comply with the analysis and evaluation services conducted by the County, at the request of the County, which shall include a review of the Contractor's administration and management of social services pursuant to this Agreement, and any and all acts of the Contractor which relate to this Agreement with the County.

V.

Contractor agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VI.

Contractor agrees that it is responsible for all funds made available to Contractor by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this Agreement.

VII.

This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Contractor to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this Agreement.

VIII.

Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this Agreement.

IX.

Contractor agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, age (employment), and familial status (housing).

X.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For agreements in excess of five thousand dollars (\$5,000):

(b) As a condition for the award of this Agreement the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its Agreement with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XI.

Contractor agrees to submit to the County a mid-contract report, due by July 31, 2014, and a final report, due by January 31, 2015.

XII.

County agrees to pay Contractor a sum not to exceed \$2850.00 as follows:

- a) The County will pay 34% of the contracted sum at the time of the signing of this Agreement.
- b) Upon receipt and approval of the mid-contract report, the County will pay 33% of the contracted sum.
- c) The County will pay the contracted balance of 33% upon receipt and approval of the final report.

XIII.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XIV.

This Agreement shall be for a term of one year commencing on January 1, 2014 and ending on December 31, 2014; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the Agreement shall be submitted within thirty (30) days following the effective date of said termination.

XV.

Contractor agrees that the County may at its sole option and with agreement of the Contractor renew this Agreement for two (2) consecutive one-year terms. Additionally, Contractor agrees and understands that the County may require supplemental information to be submitted by Contractor prior to any renewal of this Agreement.

XVI.

The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

XVII.

There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Contractor or any individual acting on Contractor's behalf, including subcontractors, which seek to enjoin or prohibit Contractor from entering into this Agreement of performing its obligations under this Agreement.

XVIII.

RECORD RETENTION CLAUSE: Contractor shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

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

CONTRACTOR:

BY: [Signature]

ATTEST: Amy L Myers

BOONE COUNTY, MISSOURI

By:

[Signature]
Commissioner

CERTIFICATION:

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

Jane Pitchford by ij 01/17/14
Auditor Date

ATTEST:

Wendy S. Noren
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

Budget Year 2014
 Department 1420 COMMUNITY AND SOCIAL SERVICES
 Account 84200 OTHER CONTRACTS

Description	Qty	Amount
<u>BASIC NEEDS & EMERGENCY SERVICES</u>		<u>29,498</u>
	<u>Total</u>	<u> </u>

Notes

COMMUNITY GARDEN COALITION	\$ 1,900
FOOD BANK FOR CENTRAL MO	\$16,388
MID-MISSOURI LEGAL SERVICES	\$ 8,360
VOLUNTARY ACTION CENTER	\$ 2,850

More...

F2=Key Scr F3=Exit F12=Return

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 14

County of Boone

} ea.

In the County Commission of said county, on the 28th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between Boone County and The Food Bank for Central and Northeast Missouri for the purchase of the service; Central Pantry. The terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 28th day of January, 2014.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner

AGREEMENT

THIS AGREEMENT entered into this 28th day of January, 2014, by and between the County of Boone, Missouri, through its County Commission, hereinafter called "County", and The Food Bank for Central and Northeast Missouri hereinafter called "Contractor";

WITNESSETH:

WHEREAS, County desires to purchase the following program service:

Central Pantry

as stated in the proposal, including any revisions, received by and on file with the County, which is hereby incorporated by reference as fully as if herein set forth;

NOW, THEREFORE, it is hereby agreed by and between County and Contractor as follows:

I.

Contractor agrees to furnish and County agrees to purchase:

12229 units (*one box of food (28 pounds average)*) at a rate of \$1.34 per unit.

II.

Contractor agrees that the services provided under this Agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2014 program budget on file with the County. Any substantive changes in the budget shall be approved by the County prior to incurring any expenses.

Contractor certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Contractor agrees to submit to and maintain with the County current versions of the following required documents of the contracted entity: IRS Tax Exempt Status Determination letter; documentation from the Missouri Secretary of State indicating the entity is registered as a corporation in good standing; most recently completed IRS 990 or 990 EZ; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; organizational chart; board of directors roster; if applicable, an ADA plan of accommodation and a transition plan.

IV.

Contractor agrees to fully participate in and comply with the analysis and evaluation services conducted by the County, at the request of the County, which shall include a review of the Contractor's administration and management of social services pursuant to this Agreement, and any and all acts of the Contractor which relate to this Agreement with the County.

V.

Contractor agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VI.

Contractor agrees that it is responsible for all funds made available to Contractor by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this Agreement.

VII.

This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Contractor to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this Agreement.

VIII.

Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this Agreement.

IX.

Contractor agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, age (employment), and familial status (housing).

X.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For agreements in excess of five thousand dollars (\$5,000):

(b) As a condition for the award of this Agreement the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its Agreement with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XI.

Contractor agrees to submit to the County a mid-contract report, due by July 31, 2014, and a final report, due by January 31, 2015.

XII.

County agrees to pay Contractor a sum not to exceed \$16388.00 as follows:

- a) The County will pay 34% of the contracted sum at the time of the signing of this Agreement.
- b) Upon receipt and approval of the mid-contract report, the County will pay 33% of the contracted sum.
- c) The County will pay the contracted balance of 33% upon receipt and approval of the final report.

XIII.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XIV.

This Agreement shall be for a term of one year commencing on January 1, 2014 and ending on December 31, 2014; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the Agreement shall be submitted within thirty (30) days following the effective date of said termination.

XV.

Contractor agrees that the County may at its sole option and with agreement of the Contractor renew this Agreement for two (2) consecutive one-year terms. Additionally, Contractor agrees and understands that the County may require supplemental information to be submitted by Contractor prior to any renewal of this Agreement.

XVI.

The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

XVII.

There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Contractor or any individual acting on Contractor's behalf, including subcontractors, which seek to enjoin or prohibit Contractor from entering into this Agreement of performing its obligations under this Agreement.

XVIII.

RECORD RETENTION CLAUSE: Contractor shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

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

CONTRACTOR:

BY: *[Signature]*

ATTEST: *[Signature]*

BOONE COUNTY, MISSOURI

By:

[Signature]
Commissioner



DEBBIE LIGHTBOURN
My Commission Expires
June 18, 2017
Boone County
Commission #13494582

[Signature]
12/23/13

CERTIFICATION:

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

[Signature] by *[Signature]* 01/17/14
Auditor Date

ATTEST:

[Signature]
County Clerk *my*

APPROVED AS TO FORM:

[Signature]
County Counselor

Budget Year 2014
Department 1420 COMMUNITY AND SOCIAL SERVICES
Account 84200 OTHER CONTRACTS

Description	Qty	Amount
<u>BASIC NEEDS & EMERGENCY SERVICES</u>		<u>29,498</u>
	<u>Total</u>	<u> </u>

Notes	
COMMUNITY GARDEN COALITION	\$ 1,900
FOOD BANK FOR CENTRAL MO	\$16,388
MID-MISSOURI LEGAL SERVICES	\$ 8,360
VOLUNTARY ACTION CENTER	\$ 2,850

More...

F2=Key Scr F3=Exit F12=Return

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

County of Boone)
State of Missouri)ss

My name is Peggy Kirkpatrick I am an authorized agent of The Food Bank For Central + Northeast Mo. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Peggy Kirkpatrick 12/13/13
Affiant Date

Peggy Kirkpatrick
Printed Name

Subscribed and sworn to before me this 13 day of December, 2013.

Debbie Lightbourn
Notary Public



DEBBIE LIGHTBOURN
My Commission Expires
June 18, 2017
Boone County
Commission #13494582

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 28th day of January 20 14
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between Boone County and Community Garden Coalition for the purchase of the service; Community Gardens. The terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 28th day of January, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

AGREEMENT

THIS AGREEMENT entered into this 28th day of January, 2014, by and between the County of Boone, Missouri, through its County Commission, hereinafter called "County", and Community Garden Coalition hereinafter called "Contractor";

WITNESSETH:

WHEREAS, County desires to purchase the following program service:

Community Gardens

as stated in the proposal, including any revisions, received by and on file with the County, which is hereby incorporated by reference as fully as if herein set forth;

NOW, THEREFORE, it is hereby agreed by and between County and Contractor as follows:

I.

Contractor agrees to furnish and County agrees to purchase:

3877 units (one pound of food from community gardens or partnering gardens for which the contractor provides seeds, plants, inputs and other support.) at a rate of \$.49 per unit.

II.

Contractor agrees that the services provided under this Agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2014 program budget on file with the County. Any substantive changes in the budget shall be approved by the County prior to incurring any expenses.

Contractor certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Contractor agrees to submit to and maintain with the County current versions of the following required documents of the contracted entity: IRS Tax Exempt Status Determination letter; documentation from the Missouri Secretary of State indicating the entity is registered as a corporation in good standing; most recently completed IRS 990 or 990 EZ; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; organizational chart; board of directors roster; if applicable, an ADA plan of accommodation and a transition plan.

IV.

Contractor agrees to fully participate in and comply with the analysis and evaluation services conducted by the County, at the request of the County, which shall include a review of the Contractor's administration and management of social services pursuant to this Agreement, and any and all acts of the Contractor which relate to this Agreement with the County.

V.

Contractor agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VI.

Contractor agrees that it is responsible for all funds made available to Contractor by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this Agreement.

VII.

This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Contractor to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this Agreement.

VIII.

Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this Agreement.

IX.

Contractor agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, age (employment), and familial status (housing).

X.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For agreements in excess of five thousand dollars (\$5,000):

(b) As a condition for the award of this Agreement the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its Agreement with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XI.

Contractor agrees to submit to the County a mid-contract report, due by July 31, 2014, and a final report, due by January 31, 2015.

XII.

County agrees to pay Contractor a sum not to exceed \$1900.00 as follows:

- a) The County will pay 34% of the contracted sum at the time of the signing of this Agreement.
- b) Upon receipt and approval of the mid-contract report, the County will pay 33% of the contracted sum.
- c) The County will pay the contracted balance of 33% upon receipt and approval of the final report.

XIII.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XIV.

This Agreement shall be for a term of one year commencing on January 1, 2014 and ending on December 31, 2014; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the Agreement shall be submitted within thirty (30) days following the effective date of said termination.

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There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Contractor or any individual acting on Contractor's behalf, including subcontractors, which seek to enjoin or prohibit Contractor from entering into this Agreement of performing its obligations under this Agreement.

XVIII.

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

CONTRACTOR:

BY: [Signature]

BOONE COUNTY, MISSOURI

By:

[Signature]
Commissioner

ATTEST: Bill Maaly

CERTIFICATION:

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

[Signature] by jj 01/17/14
Auditor Date

ATTEST:

[Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

Budget Year 2014
Department 1420 COMMUNITY AND SOCIAL SERVICES
Account 84200 OTHER CONTRACTS

Description	Qty	Amount
<u>BASIC NEEDS & EMERGENCY SERVICES</u>		<u>29,498</u>
	<u>Total</u>	<u> </u>

Notes	
COMMUNITY GARDEN COALITION	\$ 1,900
FOOD BANK FOR CENTRAL MO	\$16,388
MID-MISSOURI LEGAL SERVICES	\$ 8,360
VOLUNTARY ACTION CENTER	\$ 2,850

More...

F2=Key Scr F3=Exit F12=Return

41 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

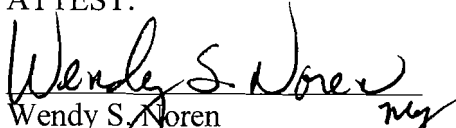
In the County Commission of said county, on the 28th day of January 20 14

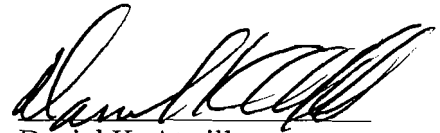
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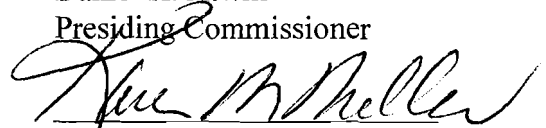
Now on this day the County Commission of the County of Boone does hereby approve the Boone County portion of the December 2013 expenses for the Office of Emergency Management in the amount of \$15,484.86.


Done this 28th day of January, 2014

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner



Office of Emergency Management

2201 Interstate 70 Drive NW

Columbia, MO 65202

OFFICE: 573-447-5070

FAX: 573-447-5079

Invoice

Date	Invoice #
1/23/2014	16

Bill To
Boone County Commission 801 E Walnut, Room 333 Columbia, MO 65201

P.O. No.

Quantity	Description	Rate	Serviced	Amount
1	Total OEM Expenses for December is \$57,118.10 - City 2/3 \$30,957.64, County 1/3 \$15,484.86 and EMPG \$10,675.60	15,484.86		15,484.86

Total	\$15,484.86
Payments/Credits	\$0.00
Balance Due	\$15,484.86