

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of June 20 13

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 University of Missouri Cooperative Contract #L080210 – Voice Over Internet Protocol (VoIP) Equipment. This equipment is part of the phone system upgrade for the Sheriff’s Department and is a Term and Supply Contract.

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 25th day of June, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Amy Robbins
DATE: March 22, 2013
RE: University of Missouri Cooperative Contract# L080210 – Voice Over Internet Protocol (VoIP) Equipment

The IT Dept. and the Purchasing Office request permission to utilize the University of Missouri Cooperative Contract# L080210 – Voice Over Internet Protocol (VoIP) Equipment. This equipment is a part of the phone system upgrade for the Sheriff Department.

This is a Term and Supply contract and invoices will be paid from Departments 1251 Sheriff and 1256 Sheriff / Corrections Building Maintenance, Account 92300, Replacement Machinery and Equipment. ~~\$63,100.00~~ was budgeted for this expense.

16,100

cc: Contract File
Aron Gish, Director, IT

**PURCHASE AGREEMENT FOR
VOICE OVER INTERNET PROTOCOL (VoIP) EQUIPMENT
TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of June 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **CENTURYLINK SALES SOLUTIONS, INC.** as contracting agent on behalf of the applicable CenturyLink affiliated entities providing the Products and Services, herein "Contractor."

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

- Contract Documents** - This agreement shall consist of this Purchase Agreement for **Voice Over Internet Protocol (VoIP) Equipment** in compliance with University of Missouri Contract **L080210, University of Missouri Request For Bid #L080210 for Furnishing and Delivery of VoIP Telephone Equipment, Centurymtel of Missouri, LLC dba Centurylink's RFB response, CenturyLink quote dated March 22, 2013** and Boone County Missouri Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and **University of Missouri Contract L080210** shall prevail over the vendor's bid response.
- Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with VoIP Equipment in accordance with the terms of the University of Missouri Contract **L082010** as follows:

Equipment	List Price	Discount off MSRP	Provisioning & Staging Charge	Equipment Cost	Qty Devices	Total Extended Cost
Polycom VVX500 2200-44500-025	\$379.00	40.6%	\$4.80	\$229.93	39	\$8,967.27
Polycom 335 220- 12375-025	\$199.00	40.6%	\$4.80	\$123.01	33	\$4,059.33
Polycom 650 2200- 12651-025	\$435.00	40.6%	\$4.80	\$263.19	4	\$1,052.76
Polycom 650 expansion module	\$279.00	40.6%	NA	\$165.73	4	\$662.92
Polycom 6000 Conference phone	\$929.00	40.6%	\$4.80	\$556.63	2	\$1,113.26
Total Cost						\$15,855.54

- Contract Duration** - This agreement shall commence on **date written above and extend through December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date in writing by the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes

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

- 5. **Delivery** - Vendor agrees to deliver VoIP Equipment as set forth in the contract documents and within 30 days after Receipt of Order.
- 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.

CENTURYLINK SALES SOLUTIONS, INC.

BOONE COUNTY, MISSOURI

by *RL Collett*
title BUS SALES MGR

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

APPROVED AS TO FORM:

J. P. Brown
County Counselor

ATTEST:

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

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.)

1256192300 15,855.54

Jane Pitchford by *jj* 06/14/2013 All Department Term + Supply
Signature Date Appropriation Account



STANDARD TERMS AND CONDITIONS – CONTRACT WITH 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. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.



Integrated Communications Solution Proposal

Developed for:

Boone County Sheriff

Proposal Date: 3/22/2013

Prepared by:

Court Chrisman
RMG-Sales for CB - L CTL
(573) 886-3898
court.chrisman@centurylink.com



We appreciate the opportunity to submit this recommendation, which has been developed with Boone County Sheriff specifically in mind.

We're committed to delivering you the highest standard of business class services. Few telecom companies can match our stability, service dependability, breadth of solutions and support. We're confident CenturyLink is better equipped to deliver on your telecom needs. Here's why:

The CenturyLink Difference

A partner with a long-term commitment to telecommunications

- We have a proven track record of providing reliable, high-quality service to our customers for over 100 years.
- We are a Fortune 500 company with a strong financial position and a commitment to long-term growth.
- We have a deep understanding of the telecommunications industry and the needs of our customers.
- We have a proven ability to deliver on our promises and exceed our customers' expectations.

A highly reliable, top-tier network

- We have a highly reliable, top-tier network that is built on a foundation of advanced technology and infrastructure.
- We have a proven ability to deliver on our promises and exceed our customers' expectations.
- We have a deep understanding of the telecommunications industry and the needs of our customers.
- We have a proven ability to deliver on our promises and exceed our customers' expectations.

A full portfolio of capabilities for today that can easily scale for tomorrow

- We have a full portfolio of capabilities for today that can easily scale for tomorrow.
- We have a proven ability to deliver on our promises and exceed our customers' expectations.
- We have a deep understanding of the telecommunications industry and the needs of our customers.
- We have a proven ability to deliver on our promises and exceed our customers' expectations.

A local operating model that puts our experts in your area

- We have a local operating model that puts our experts in your area.
- We have a proven ability to deliver on our promises and exceed our customers' expectations.
- We have a deep understanding of the telecommunications industry and the needs of our customers.
- We have a proven ability to deliver on our promises and exceed our customers' expectations.

Boone County Sheriff's Department

CPE/System Design/Tech Labor/Non-Recurring Charges

	A	B	C	D	E
Total Devices:	82	39	33	4	2
\$ 15,855.54	\$ 8,967.27	\$ 4,059.33	\$ 1,052.76	\$ 662.92	\$ 1,113.26

University of Missouri
#L080210

A Polycam VVX500 2200-44500-025	\$ 229.93	Each	MSRP \$ 379.00
B Polycam 335 220-12375-025	\$ 123.01	Each	\$ 199.00
C Polycam 650 2200-12651-025	\$ 263.19	Each	\$ 435.00
D Polycam 650 2200-12750-025*	\$ 165.73	Each	\$ 279.00
E Polycam 6000 2200-15600-025	\$ 556.63	Each	\$ 929.00

Phones are 40.6% off MSRP, price above also included \$4.80 for staging, provisioning, and warranty tracking
* Accessories don't require the \$4.80 as there is no staging or provisioning required

Hosted VoIP and Contact Center Features

	F	G	H	I	J	K
Total Hosted	7	42	28	1	0	0
\$ 1,582.50	\$ 178.50	\$ 882.00	\$ 462.00	\$ 60.00	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

State of MO #25069

F Premium	\$ 25.50	Monthly Recurring Costs
G Standard	\$ 21.00	Monthly Recurring Costs
H Basic	\$ 16.50	Monthly Recurring Costs
I Auto Attendant	\$ 60.00	Monthly Recurring Costs
J Receptionist Client**	\$ 50.00	Monthly Recurring Costs
K Soft Phone	\$ 2.99	Monthly Recurring Costs

All other related Services

	L
Other Related Services	1
\$ 465.00	\$ 465.00
	\$ -

Boone County #40-
24AUG10

L Metro E 5 Mb	\$ 465.00	Monthly Recurring Costs	Non Recurring Cost
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\$ 2,047.50 Total MRC

Phase 1 Annex only

CPE/System Design/Tech Labor/Non-Recurring Charges

		A	B	C	D	E
Total Devices:	16	10	5	0	0	1
\$	3,472.98	\$ 2,301.30	\$ 615.05	\$ -	\$ -	\$ 556.63

Unviersity of Missouri
#L080210

A Polycom VVX500 2200-44500-025	\$	230.13	Each
B Polycom 335 220-12375-025	\$	123.01	Each
C Polycom 650 2200-12651-025	\$	263.19	Each
D Polycom 650 expansion module	\$	229.50	Each
E Polycom 6000 Conference phone	\$	556.63	Each

Hosted VoIP and Contact Center Features

		F	G	H	I	J	K
Total Hosted	288.00	0	9	6	0	0	0
\$		\$ -	\$ 189.00	\$ 99.00	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

State of MO #25069

F Premium	\$	25.50	Monthly Recurring Costs
G Standard	\$	21.00	Monthly Recurring Costs
H Basic	\$	16.50	Monthly Recurring Costs
I Auto Attendant	\$	60.00	Monthly Recurring Costs
J Receptionist Client**	\$	50.00	Monthly Recurring Costs
K Soft Phone	\$	2.99	Monthly Recurring Costs

All other related Services

		L
Other Related Services	465.00	1
\$		\$ 465.00
		\$ -

Boone County #40-24AUG10

N Metro E 5 Mb	\$	465.00	Monthly Recurring Costs
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Phase 2 Main Building and Jail

CPE/System Design/Tech Labor/Non-Recurring Charges

		A	B	C	D	E
Total Devices:	66	29	28	4	4	1
\$	12,645.44	\$ 6,673.77	\$ 3,444.28	\$ 1,052.76	\$ 918.00	\$ 556.63

Unviersity of Missouri
#L080210

A Polycom VVX500 2200-44500-025	\$	230.13	Each
B Polycom 335 220-12375-025	\$	123.01	Each
C Polycom 650 2200-12651-025	\$	263.19	Each
D Polycom 650 expansion module	\$	229.50	Each
E Polycom 6000 Conference phone	\$	556.63	Each

Hosted VoIP and Contact Center Featurs

	F	G	H	I	J	K
Total Hosted	7	33	22	1	0	0
\$	1,294.50	\$ 178.50	\$ 693.00	\$ 363.00	\$ 60.00	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -

State of MO #25069

F Premium	\$	25.50	Monthly Recurring Costs
G Standard	\$	21.00	Monthly Recurring Costs
H Basic	\$	16.50	Monthly Recurring Costs
I Auto Attendant	\$	60.00	Monthly Recurring Costs
J Receptionist Client**	\$	50.00	Monthly Recurring Costs
K Soft Phone	\$	2.99	Monthly Recurring Costs

**Please see attached information on Receptionist Client

All other related Services

	L				
Other Related Services	1				
\$	-	\$ -			
		\$ -			

L Metro E NA Monthly Recurring Costs

\$ 1,294.50 Total MRC

CONTRACT

THIS AGREEMENT, made and entered into this 14th day of September, 2010, by and between CENTURYTEL OF MISSOURI, LLC dba CENTURYLINK, a corporation organized and existing under the laws of the State of Louisiana and licensed to do business in Missouri, hereinafter called "Seller," and THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, hereinafter called "Buyer":

WITNESSETH: That for and in consideration of the acceptance of Seller's bid and the award of this Contract to Seller by Buyer, and in further consideration of the agreements and undertakings of the parties hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. Seller shall Furnish and Deliver VOIP TELEPHONE EQUIPMENT, as set forth in Seller's bid, in strict accordance with, and as described in the specifications entitled, "Request for Bids for Furnishing and Delivery of VoIP Telephone Equipment (RFB #L082010)," dated August 9, 2010, which were prepared by the Director, UM Procurement Services, University of Missouri, Columbia, Missouri, and are on file in the Office of the Director, UM Procurement Services, University of Missouri, Columbia, Missouri, said specifications being hereby made a part of this Contract as fully as if attached hereto, or set forth herein, said items to be furnished in strict accordance with the Contract Documents.

2. Seller shall furnish and deliver VoIP Telephone Equipment as set forth in the Detailed Specifications and Special Conditions.

3. Buyer shall pay to Seller therefore the prices as set forth in Seller's bid dated August 20, 2010, for Furnishing and Delivering of VoIP Telephone Equipment, said payment to be made at the time and in the manner provided in the specifications forming a part of this Contract.

4. The Contract Documents shall consist of the following parts:
- This Instrument;
 - Buyer's Request for Bids dated August 9, 2010;
 - Specifications referred to in the paragraph numbered 1 above;
 - Addendum Number 1;
 - Bid clarification e-mails dated August 31, 2010 and September 8, 2010;
 - Seller's bid, dated August 20, 2010 addressed to The Curators of the University of Missouri, Columbia, Missouri;
 - Notice of Award; and
 - University Purchase Orders.

5. This Instrument, together with the documents hereinabove mentioned, form the Contract, and they are as fully a part of this Contract as if attached hereto or herein repeated. In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component parts, the provision in the component part first enumerated herein shall govern, except as otherwise specifically stated.

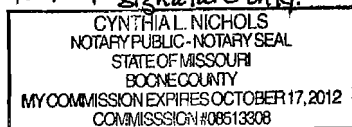
6. No member or officer of the Board of Curators of the University of Missouri incurs or assumes any individual or personal liability by the execution of this Contract or by reason of the default of University in the performance of any of the terms hereof. All such liability of members or officers of the Board of Curators of the University of Missouri as such is hereby released as a condition of and consideration for the execution of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in Duplicate, on the day and year first above written.

ATTEST

By

Cynthia L. Nichols
Notary is for Betty L. Reynolds
Signature on file



CENTURYTEL OF MISSOURI, LLC dba CENTURYLINK

Betty L. Reynolds
SELLER

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By

Stephen G. Mack
9-16-10
Stephen G. Mack, Director of Procurement
UM Procurement Services

APPROVED
AS TO
LEGAL FORM
9/16/10 KEM

REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
VOIP TELEPHONE EQUIPMENT
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI-COLUMBIA

RFB: #L082010

OPENING DATE: AUGUST 20, 2010

TIME: 2:00 pm, CST

Prepared by:

*Angie Lair, CPPB
Strategic Sourcing Specialist
Division of Information Technology
615 Locust Street
Columbia, MO 65211*

Dated: August 9, 2010

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NOTICE TO BIDDERS

The University of Missouri Columbia requests bids for Furnishing and Delivery of VoIP Telephone Equipment, RFB #L082010, which will be received by the undersigned at the Division of Information Technology, 615 Locust Street, Columbia, Missouri 65211 until 2:00 P.M., CST, August 20, 2010. Bids will be opened and identified starting at 2:05 P.M., CST.

Specifications and the conditions of bid together with the printed form on which bids must be made may be obtained in one of two ways:

1. An electronic copy of bid specifications is attached and/or may be obtained from the following internet web site address:

http://www.umssystem.edu/ums/departments/fa/management/procurement/bids/listview_Bids.php

It will be the potential bidder's responsibility to print out a copy of the specifications found at the above web address and return them in hard copy form as a sealed bid.

2. A paper copy of bid specifications may be requested from Angie Lair, Strategic Sourcing Specialist, Division of Information Technology, 615 Locust Street, Columbia, Missouri 65211 (573-882-1741), e-mail address: laira@missouri.edu

The web address should be checked routinely until the opening for any addendum that may be issued. In the event a bidder chooses to use this version of the bid specification, the bidder should only complete the response information. Any modification by the bidder of the specifications provided will be ignored, and the original wording of the bid specification shall be the prevailing document.

The University reserves the right to waive any informality in bids and to reject any or all bids.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Angie Lair, CPPB
Strategic Sourcing Specialist
Division of Information
Technology

Dated: August 9, 2010

**UNIVERSITY OF MISSOURI
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO BIDDERS
REQUEST FOR BID (RFB)**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and bid response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
7. **Minority and Women Business Enterprise Participation:** It is the policy of the University of Missouri to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University, including Minority and Women Business Enterprises (M/WBEs). To this end, the University has established participation goals of 7% for MBEs and 3% for WBEs of the total value of contracts for goods and services.

The University expects participation in contracts for goods and services by firms that are certified as Minority and Women Business Enterprises (M/WBEs). This may either be by the primary contractor being a qualified M/WBE or by the utilization of M/WBE suppliers by the primary contractor (second tier purchases). Contractors are required to make a "best effort" in support of the University's policy and documentation demonstrating this effort is required. Upon request of the University, the contractor shall provide semi-annual or annual reports of the financial participation of M/WBEs, either as the primary contractor or as second tier purchases. The report shall include the name(s) and address (es) of the qualified M/WBEs, products or services provided and the total dollar amount or percentage of utilization."

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

Bidders understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any bidders who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

B. INSTRUCTIONS TO BIDDERS

1. **Request For Bid (RFB) Document:** Bidders are expected to examine the complete RFB document and all attachments including drawings, specifications, and instructions. Failure to do so is at bidder's risk. It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a 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 communications from bidders regarding specifications, requirements, competitive bid process, etc., should be directed to the University buyer of record referenced in this RFB. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the bid opening date.

The terms and conditions as distributed by the University or made available on a University website, shall not be modified by anyone submitting a bid. Regardless of any modification to these terms and conditions that may appear in the submitted bid, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the bid.

The RFB document and any attachments constitute the complete set of specifications and bid response forms. No verbal or written information that is obtained other than through this RFB or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFB or give information as to the requirements of the RFB in addition to that contained in or amended to this written RFB document. In case of any doubt or difference of opinion as to the true intent of the RFB, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Bids:** All bids must be submitted, in three (3) copies, on the bid form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "Bid for Furnishing and Delivery of VoIP Telephone Equipment" RFB #L082010 and addressed, mailed and/or delivered to the Division of Information Technology, 615 Locust Street, Columbia, MO 65211, ATTN: Angie Lair. **Additionally, bidders shall provide an electronic version of the pricing on a disk or flash drive.**

To receive consideration, bids must be received, at the above address, prior to the bid opening time and date stated in this RFB. Bidders assume full responsibility for the actual delivery of bids during business hours at the specified address.

Unless otherwise specifically stated in the RFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFB is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items of the same quality are invited. However, to receive consideration, such equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the bid form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original bid price.

Time will be of the essence for any orders placed as a result of this RFB. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the bidder and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all bids shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Bids:** Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form. All bids shall be signed, in the appropriate location, by a duly authorized representative of the bidder's organization. Signature on the bid certifies that the bidder has read and fully understands all bid specifications, plans, and terms and conditions.

By submitting a bid, the bidder agrees to provide the specified equipment, supplies and/or services in the RFB, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the bidder certifies that: (1) the bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid;

(3) the bidder has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the bidder has not sought by collusion or otherwise to obtain any advantage over any other bidder or over the University.

Modifications or erasures made before bid submission must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing prior to the exact date and time set for the bid closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supercedes or modifies the prior bid. The modification must be submitted in a sealed envelope marked "Bid Modification" and clearly identifying the RFB title, RFB number and closing time and date. Bids may not be modified after the bid closing time and date. Telephone and facsimile modifications are not permitted.

Bids may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for bid closing. Bids may be withdrawn in person before the bid closing upon presentation of proper identification. Bids may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

All bids, information, and materials received by the University in connection with an RFB response shall be deemed open records pursuant to 610.021 RSMo. If a bidder believes any of the information contained in the bidder's response is exempt from 610.021 RSMo, then the bidder's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the bidder's response in order to verify the intent. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the RFB and whose bid is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with related laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality and adaptability of the bidders equipment, supplies and/or services to the required use; the ability of the bidder to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services. The University reserves the right to accept or reject any or all bids and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful bidder shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by

the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Bid Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting therefrom, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** 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 or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFB, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with 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.
9. **Payment:** Payment terms, unless otherwise stated in the RFB, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder.
10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

UNIVERSITY OF MISSOURI DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. INTRODUCTION

The University of Missouri – Columbia is launching a project to replace its current installed base of telephone equipment with SIP-based VoIP telephone equipment that is certified for use on the University’s VoIP provider’s platform which is powered by BroadSoft VoIP. Although multiple manufacturers and models are certified, the University intends to standardize where possible on Polycom.

The University of Missouri – Columbia has approximately 13,000 lines which are expected to convert to VoIP over the next five years. In addition, the University has approximately 1,600 Nortel IP phones that, contingent upon pricing, it intends to offer as a trade-in as part of this bid or sell outside this bid.

The University of Missouri - Columbia seeks to make the terms and prices of this contract available to other campuses within the University of Missouri System. The same terms and prices shall be applied but shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other campuses is discretionary on the part of these institutions and the University of Missouri - Columbia bears no financial responsibility for any payments due the contractor by such entities, nor will the University of Missouri - Columbia be responsible for contract administration for other institutions.

It is desired that a term contract for the period of one year will be issued with four (4) additional one-year optional renewals. Renewals will be based on vendor compliance to contract specifications.

Items may be awarded on an “All or None” basis.

All pricing cells on the spreadsheet, questions and acknowledgements **MUST** be completed. Failure to include all required/requested information may cause the bid response to be considered unresponsive. Unresponsive bids will not be considered for award.

2. AWARD SCHEDULE

Open Bid	August 9 through August 20, 2010
Bids due back to University	August 20, 2010
Bid evaluation	Begin August 23, 2010
Award Target	September, 2010

3. AWARD AND NEGOTIATIONS

The University reserves the right to make an award based on the bid that represents the best value to the University. The University’s best value source selection is based on the best price meeting all specifications. The University may initiate negotiations with the lowest responsible responsive bidder meeting specifications to seek more favorable pricing and/or performance requirements before making a final award.

4. PRICING

Use the price sheets to state purchase prices for each item within the lists. All costs, such as shipping and handling, shall be included in the individual unit cost of each line item. Failure to do so may result in rejection of bid. Fill out the columns, as well as the “Additional Information” on the pricing sheets. For clarity, “N/A” or “0” must be used in all cells where applicable (as opposed to leaving cells blank). Note that there are multiple tabs on the pricing spreadsheet that must be completed.

It is likely that the University will purchase high volumes of the Polycom Soundpoint 335, the Polycom Soundpoint 560 and the Polycom Soundpoint 650. Actual purchase quantities per telephone model will vary. All items will be ordered on an “as needed” basis.

Acknowledge (circle)

Prices must remain firm throughout each annual contract period. Price increases for subsequent renewals must be made in writing sixty (60) days prior to the end of each contract period. If no notification is received by the sixty (60) day deadline, the University will proceed with its decision to renew the contract based on existing rates. Price increases shall not exceed three (3) percent of current price. The University reserves the right to reject any and all price increases. The University may choose at that time to rebid all or part of the current bid.

Acknowledge (circle)

The University requires pricing for the following purchase options:

- (a) Deliver **Polycom, Cisco and Aastra** telephones with factory-set default configurations. Use the column “Factory Default Configuration” on the pricing spreadsheet.

- (b) Deliver **Polycom** telephones with the following configuration modifications. Use the column “Pre-Configured Price” on the pricing spreadsheet to state per telephone price that includes the below configurations:
 - ✓ Add the Web address (URL) for the applicable call management server.
 - ✓ Modify the default server type of “FTP” to “HTTP”.
 - ✓ Modify the default “VLAN Discovery” setting from “Disabled” to “Fixed”.
 - ✓ Register the MAC address of each phone with the University’s service provider prior to shipping telephones to the University.
 - ✓ Additional configurations not listed herein may be required.

Note: The above configurations are configuration examples and may not be all inclusive. Actual menu locations for Polycom settings and required values will be communicated in a pre-award stage. During the evaluation period, as a condition of award, vendor may be required to submit a pre-configured Polycom telephone to be tested by the University. If requested, vendor must deliver all required samples to the University within five business days after the request is made. All related costs for furnishing the required sample shall be the sole responsibility of the vendor. The University reserves the right to examine such samples in any way it may see fit to determine whether they meet the specifications.

- (c) Indicate if volume discounts on a per item basis are available for Polycom, Cisco and Aastra. Use column on spreadsheet or attach additional pages if needed.

- (d) Propose trade in amount of the Nortel IP telephones. Use tab on spreadsheet. The University agrees to use credit amount to purchase Polycom telephones within this contract. The University will trade in Nortel equipment in phases over the course of approximately 18 months. The University expects to receive credit as the Nortel equipment is traded in on an on-going basis until conversion is complete.
- (e) In addition to the items listed within this bid, the University reserves the right to purchase equipment that may not currently be available in the marketplace and/or certified by the University's VoIP service provider. As such, for each manufacturer the vendor must provide a percentage discount off MSRP for any future technology the University may choose to purchase under a resulting contract.

Polycom _____ % off MSRP
 Cisco _____ % off MSRP
 Aastra _____ % off MSRP

5. WARRANTY

Contractor shall fully warrant all items furnished hereunder against defects in design, materials, and workmanship with normal and proper use. Repair or replacement of any product or part will be made thereof which fails as a result of such a defect during the warranty period. All costs for replacement of warranted items, including shipping charges, shall be paid for by the vendor.

Acknowledge and comply (circle)

Upon vendor receipt, the University requires a five (5) day turn-around time on repair or replacement of warranted equipment. The replacement equipment shall carry the remaining time on the initial warranty period and shall meet all technical specifications of the original equipment. **Bidders must explain procedures for equipment return.**

Acknowledge and comply (circle)

All new equipment must include a one year manufacturer's warranty. **Bidders shall provide manufacturer's detailed warranty information with bid response.**

Acknowledge and comply (circle)

6. DELIVERY & ACCEPTANCE

All deliveries shall be made FOB Destination with freight charges fully included and pre-paid. The seller pays and bears the freight charges. The University may refuse shipments which are not in strict compliance with the specifications and requirements of this bid and those received with visible damage. The Contractor shall handle replacement and repair of ALL incorrect or damaged items on an immediate turnaround basis to the satisfaction of the University and at no cost to the University. Title to and risk of loss or damage as to all items shall remain in and be the responsibility of the Contractor prior to delivery and acceptance by the University.

Acknowledge (circle)

*Delivery time, regardless of purchase quantity, is a condition of award. Purchase quantities may range from 1-500 telephones per order. Delivery of new orders is required as soon as possible, but no later than ten (10) business days after receipt of the order. **Bidders must explain procedures for ordering equipment.***

Acknowledge (circle)

Telephones must be shipped with the following:

The telephone's MAC address on a bar-coded label on the outside of the box.

- One (1) 12-foot handset cord to match phone.
- One (1) correct and current user guide for the specified phone.
- One (1) 7-foot CAT6 data cable.
- One (1) compatible power supply (where applicable).

Acknowledge (circle)

7. REPAIR

Vendors shall include pricing for repairing out of warranty telephones sent in on an as needed basis. **Bidders must explain return procedures and turnaround times for equipment repair.**

Acknowledge (circle)

BID FORM

(NAME OF FIRM OR INDIVIDUAL SUBMITTING THIS BID)

Date: _____, 2010

The undersigned proposes to furnish and deliver the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request for Bid issued by the University of Missouri.

**REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
VOIP TELEPHONE EQUIPMENT
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI-COLUMBIA
RFB: #L082010**

**OPENING DATE: AUGUST 20, 2010
TIME: 2:00 pm, CST**

Provided with this document is an Excel spread sheet containing line item specifications for pricing purposes. Please note that there are multiple tabs in this document that must be completed. Bidders shall provide a printed copy and an electronic version of the submitted pricing on a disk or flash drive, as part of their bid response. To obtain a copy of the pricing pages in an Excel file, send an e-mail request to Angie Lair at laira@missouri.edu.

Authorized Vendor Representation:

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? ___yes ___no	



ADDENDUM NUMBER 1
DATED
08/16/10
TO
SPECIFICATIONS
FOR
REQUEST FOR BIDS NUMBER L082010
DATED
08/09/10

The specifications noted below are modified as follows and except as set forth herein otherwise remain unchanged and in full force and effect:

ADDITIONAL INFORMATION: Nortel part numbers for the trade-in equipment are as follows:

NTDU92BC70E6 2004

NTEX00DA70 2004 EXPANSION MODULE

NTYS03BCE6 1120

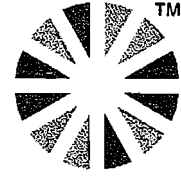
NTYS05BCE6 1140

NTYS08AAE6 1100 EXPANSION MODULE

The Curators of the
University of Missouri

A handwritten signature in cursive script, appearing to read "Angie Lair".

By: Angie Lair, CPPB
Strategic Sourcing Specialist
For the Director,
UM Procurement Services



CenturyLink™
Business

Proposal for
University of Missouri - Columbia

**Furnishing & Delivery
of VoIP Telephone Equipment**

RFB # L082010

August 20, 2010

This bid/proposal received at DoIT:

08-20-10 A11:12 IN



resented by:
CenturyLink
Cherry Street
Columbia, MO 65201



CenturyLink™
Business

625 Cherry Street
Columbia, MO 65201
www.CenturyLink.com

Date 20AUG10

Angela Lair
Strategic Sourcing Specialist
University of Missouri
Division of Information Technology
615 Locust St
Columbia, MO 65211

Re: RFB # L082010 Furnishing and Delivery of VOIP Telephone Equipment

Dear Mrs. Angela Lair:

We are confident that CenturyLink can provide the best solution to meet and exceed the needs of the University of Missouri's request for a VOIP Telephone Equipment for the Columbia Missouri Campus and the whole University of Missouri System. In fact, we have strengthened our commitment to customers through the formation of teams dedicated to addressing the individual needs of each customer from small- and mid-sized to our enterprise business customers. CenturyLink understands your business and your end users through our 30 plus year history working together. CenturyLink focuses on offering its customers practical, innovative products and competitive pricing. The RFP outlines CenturyLink's solution and strengths which come in the area of VOIP Telephone Equipment and overall Account Team Management which includes Gayle Howland as your Project Manager.

CenturyLink is pleased to respond to the RFP by providing the most cost effective solutions available. Also, you may rest assured, that the full complement of CenturyLink services and support will be expanded with the implementation of your chosen solution. I am the contact person who is authorized to represent CenturyLink for dealing with any questions regarding our RFP response. My number is (573) 886-3898 and email address is court.chrisman@centurylink.com.

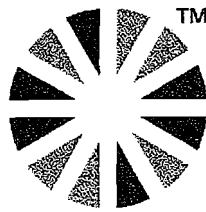
We look forward to continuing our relationship with University of Missouri and supporting you in achieving your future goals throughout the years to come.

Sincerely,

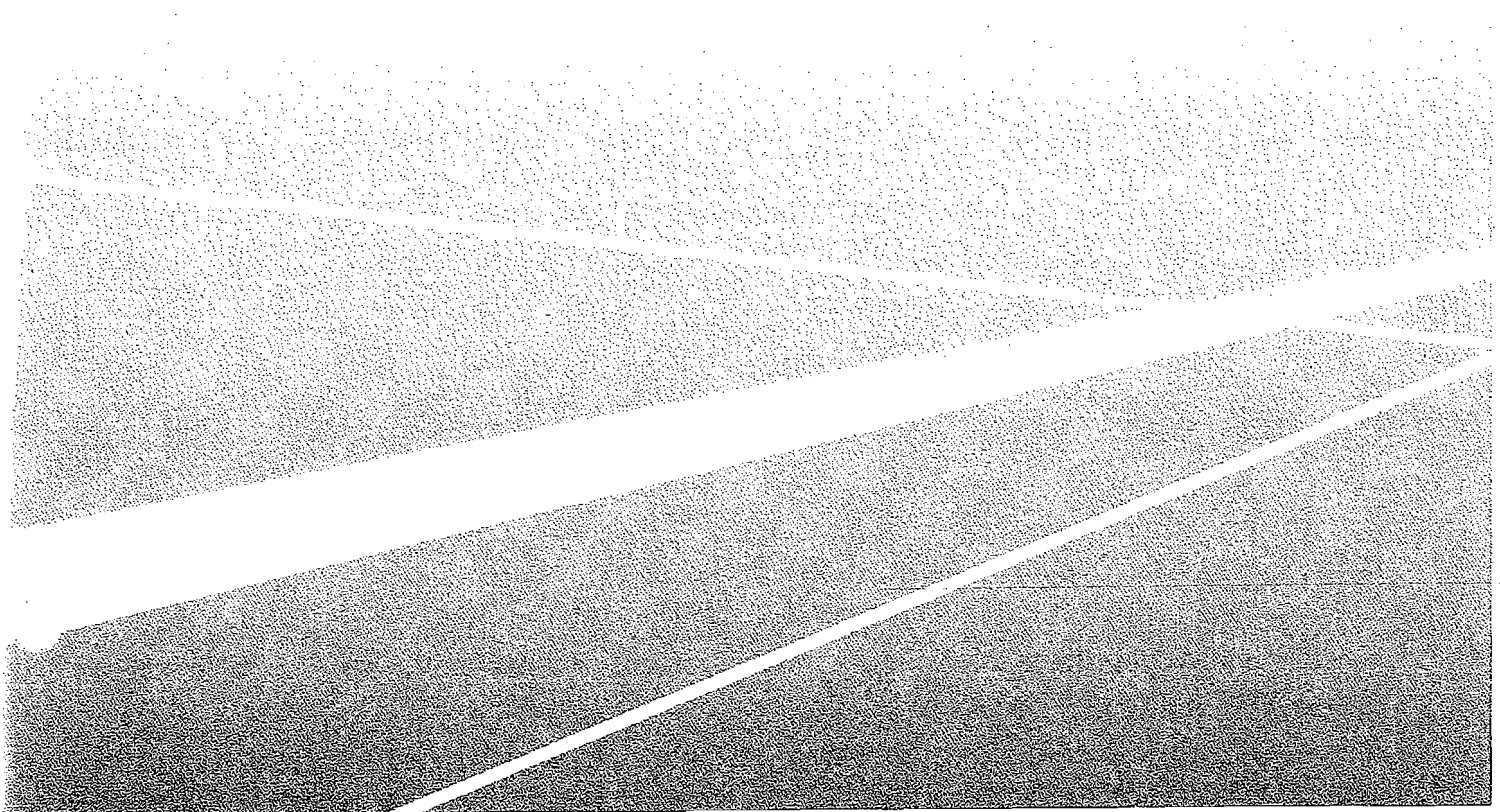
Court Chrisman
Enterprise Account Manager
573-886-3898
court.chrisman@centurylink.com

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Pricing	Aastra
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Exhibit B	CenturyLink Smart IP RMA Policy
Exhibit C	Polycom Phone Information



Century**Link**TM
Business



REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
VOIP TELEPHONE EQUIPMENT
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI-COLUMBIA

RFB: #L082010

OPENING DATE: AUGUST 20, 2010

TIME: 2:00 pm, CST

Prepared by:

*Angie Lair, CPPB
Strategic Sourcing Specialist
Division of Information Technology
615 Locust Street
Columbia, MO 65211*

Dated: August 9, 2010

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NOTICE TO BIDDERS

The University of Missouri Columbia requests bids for Furnishing and Delivery of VoIP Telephone Equipment, RFB #L082010, which will be received by the undersigned at the Division of Information Technology, 615 Locust Street, Columbia, Missouri 65211 until 2:00 P.M., CST, August 20, 2010. Bids will be opened and identified starting at 2:05 P.M., CST.

Specifications and the conditions of bid together with the printed form on which bids must be made may be obtained in one of two ways:

1. An electronic copy of bid specifications is attached and/or may be obtained from the following internet web site address:

http://www.umssystem.edu/ums/departments/fa/management/procurement/bids/listview_Bids.php

It will be the potential bidder's responsibility to print out a copy of the specifications found at the above web address and return them in hard copy form as a sealed bid.

2. A paper copy of bid specifications may be requested from Angie Lair, Strategic Sourcing Specialist, Division of Information Technology, 615 Locust Street, Columbia, Missouri 65211 (573-882-1741), e-mail address: laira@missouri.edu

The web address should be checked routinely until the opening for any addendum that may be issued. In the event a bidder chooses to use this version of the bid specification, the bidder should only complete the response information. Any modification by the bidder of the specifications provided will be ignored, and the original wording of the bid specification shall be the prevailing document.

The University reserves the right to waive any informality in bids and to reject any or all bids.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Angie Lair, CPPB
Strategic Sourcing Specialist
Division of Information Technology

Dated: August 9, 2010

**UNIVERSITY OF MISSOURI
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO BIDDERS
REQUEST FOR BID (RFB)**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and bid response forms.

CenturyLink Response: Acknowledge and Comply.

2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

CenturyLink Response: Acknowledge and Comply.

3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.

CenturyLink Response: Acknowledge and Comply.

4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.

CenturyLink Response: Acknowledge and Comply.

CenturyLink proposes the following supplemental terms and conditions:

Limitations of Liability.

Direct Damages. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the contract is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of the contract, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Products and Services in the month preceding the month in

which the injury occurred. Customer's payment obligations and the parties' indemnification obligations under the contract are excluded from this provision.

Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

Personal Injury, Death or Damage To Personal Property. Only to the maximum extent permitted by applicable Missouri law and without creating a waiver of Customer's rights or privileges as a sovereign entity, each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising directly from performance of the contract and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.

CenturyLink Response: Acknowledge and Comply.

See Exhibit A for a map of CenturyLink in Missouri.

6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

CenturyLink Response: Acknowledge and Comply.

7. **Minority and Women Business Enterprise Participation:** It is the policy of the University of Missouri to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University, including Minority and Women Business Enterprises (M/WBEs). To this end, the University has established participation goals of 7% for MBEs and 3% for WBEs of the total value of contracts for goods and services.

The University expects participation in contracts for goods and services by firms that are certified as Minority and Women Business Enterprises (M/WBEs). This may either be by the primary contractor being a qualified M/WBE or by the utilization of M/WBE suppliers by the primary contractor (second tier purchases). Contractors are required to make a "best effort" in support of

the University's policy and documentation demonstrating this effort is required. Upon request of the University, the contractor shall provide semi-annual or annual reports of the financial participation of M/WBEs, either as the primary contractor or as second tier purchases. The report shall include the name(s) and address (es) of the qualified M/WBEs, products or services provided and the total dollar amount or percentage of utilization."

CenturyLink Response: Acknowledge.

We have not identified a diverse subcontractor for this opportunity. If the project expands in any way that will provide subcontracting opportunities, we will conduct due diligence in identifying 3rd party certified diverse suppliers for those opportunities.

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

CenturyLink Response: Acknowledge and Comply.

9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.

CenturyLink Response: Acknowledge and Comply.

We agree but request that the University take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.

10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

Bidders understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or

threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any bidders who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

CenturyLink Response: Acknowledge and Comply.

- 11. Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

CenturyLink Response: Acknowledge and Comply.

- 12. Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

CenturyLink Response: Acknowledge and Comply.

- 13. Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

CenturyLink Response: Acknowledge and Comply.

B. INSTRUCTIONS TO BIDDERS

- 1. Request For Bid (RFB) Document:** Bidders are expected to examine the complete RFB document and all attachments including drawings, specifications, and instructions. Failure to do so is at bidder's risk. It is the bidder's responsibility to ask questions, request changes or

clarifications, or otherwise advise the University if any language, specifications or requirements of a 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 communications from bidders regarding specifications, requirements, competitive bid process, etc., should be directed to the University buyer of record referenced in this RFB. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the bid opening date.

The terms and conditions as distributed by the University or made available on a University website, shall not be modified by anyone submitting a bid. Regardless of any modification to these terms and conditions that may appear in the submitted bid, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the bid.

The RFB document and any attachments constitute the complete set of specifications and bid response forms. No verbal or written information that is obtained other than through this RFB or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFB or give information as to the requirements of the RFB in addition to that contained in or amended to this written RFB document. In case of any doubt or difference of opinion as to the true intent of the RFB, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

CenturyLink Response: Acknowledge and Comply.

- 2. Preparation of Bids:** All bids must be submitted, in three (3) copies, on the bid form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "Bid for Furnishing and Delivery of VoIP Telephone Equipment" RFB #L082010 and addressed, mailed and/or delivered to the Division of Information Technology, 615 Locust Street, Columbia, MO 65211, ATTN: Angie Lair. **Additionally, bidders shall provide an electronic version of the pricing on a disk or flash drive.**

To receive consideration, bids must be received, at the above address, prior to the bid opening time and date stated in this RFB. Bidders assume full responsibility for the actual delivery of bids during business hours at the specified address.

Unless otherwise specifically stated in the RFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFB is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items of the same quality are invited. However, to receive consideration, such equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole

judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the bid form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original bid price.

Time will be of the essence for any orders placed as a result of this RFB. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the bidder and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all bids shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

CenturyLink Response: Acknowledge and Comply.

- 3. Submission of Bids:** Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form. All bids shall be signed, in the appropriate location, by a duly authorized representative of the bidder's organization. Signature on the bid certifies that the bidder has read and fully understands all bid specifications, plans, and terms and conditions.

By submitting a bid, the bidder agrees to provide the specified equipment, supplies and/or services in the RFB, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the bidder certifies that: (1) the bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; (3) the bidder has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the bidder has not sought by collusion or otherwise to obtain any advantage over any other bidder or over the University.

Modifications or erasures made before bid submission must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing prior to the exact date and time set for the bid closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supercedes or modifies the prior bid. The modification must be submitted in a sealed envelope marked "Bid Modification" and clearly identifying the RFB title, RFB number and closing time and date. Bids may not be modified after the bid closing time and date. Telephone and facsimile modifications are not permitted.

Bids may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for bid closing. Bids may be withdrawn in person before the bid closing upon presentation of proper identification. Bids may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

All bids, information, and materials received by the University in connection with an RFB response shall be deemed open records pursuant to 610.021 RSMo. If a bidder believes any of the information contained in the bidder's response is exempt from 610.021 RSMo, then the bidder's response must specifically identify the material which is deemed to be exempt and cite

the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

CenturyLink Response: Acknowledge and Comply.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the bidder's response in order to verify the intent. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the RFB and whose bid is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with related laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality and adaptability of the bidders equipment, supplies and/or services to the required use; the ability of the bidder to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services. The University reserves the right to accept or reject any or all bids and to waive any technicality or informality.

CenturyLink Response: Acknowledge and Comply.

5. **Contract Award and Assignment:** The successful bidder shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Bid Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

CenturyLink Response: Acknowledge and Comply.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting therefrom, as well as from such termination, shall not be affected by any such termination.

CenturyLink Response: Acknowledge and Comply.

7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

CenturyLink Response: Acknowledge and Comply with the understanding that any cancellation applies prospective only and not to the parties' obligations under previously placed orders.

8. **Warranty and Acceptance:** 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 or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFB, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with 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.

CenturyLink Response: Acknowledge and Comply.

9. **Payment:** Payment terms, unless otherwise stated in the RFB, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder.

CenturyLink Response: Acknowledge and Comply.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

CenturyLink Response: Acknowledge and Comply.

**UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS
AND
SPECIAL CONDITIONS**

1. INTRODUCTION

The University of Missouri – Columbia is launching a project to replace its current installed base of telephone equipment with SIP-based VoIP telephone equipment that is certified for use on the University’s VoIP provider’s platform which is powered by BroadSoft VoIP. Although multiple manufacturers and models are certified, the University intends to standardize where possible on Polycom.

The University of Missouri – Columbia has approximately 13,000 lines which are expected to convert to VoIP over the next five years. In addition, the University has approximately 1,600 Nortel IP phones that, contingent upon pricing, it intends to offer as a trade-in as part of this bid or sell outside this bid.

The University of Missouri - Columbia seeks to make the terms and prices of this contract available to other campuses within the University of Missouri System. The same terms and prices shall be applied but shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other campuses is discretionary on the part of these institutions and the University of Missouri - Columbia bears no financial responsibility for any payments due the contractor by such entities, nor will the University of Missouri - Columbia be responsible for contract administration for other institutions.

It is desired that a term contract for the period of one year will be issued with four (4) additional one-year optional renewals. Renewals will be based on vendor compliance to contract specifications.

Items may be awarded on an “All or None” basis.

All pricing cells on the spreadsheet, questions and acknowledgements MUST be completed. Failure to include all required/requested information may cause the bid response to be considered unresponsive. Unresponsive bids will not be considered for award.

CenturyLink Response: Acknowledge and Comply.

2. AWARD SCHEDULE

Open Bid	August 9 through August 20, 2010
Bids due back to University	August 20, 2010
Bid evaluation	Begin August 23, 2010
Award Target	September, 2010

CenturyLink Response: Acknowledge.

3. AWARD AND NEGOTIATIONS

The University reserves the right to make an award based on the bid that represents the best value to the University. The University's best value source selection is based on the best price meeting all specifications. The University may initiate negotiations with the lowest responsible responsive bidder meeting specifications to seek more favorable pricing and/or performance requirements before making a final award.

CenturyLink Response: Acknowledge.

4. PRICING

Use the pricing sheets to state purchase prices for each item within the lists. All costs, such as shipping and handling, shall be included in the individual unit cost of each line item. Failure to do so may result in rejection of bid. Fill out the columns, as well as the "Additional Information" on the pricing sheets. For clarity, "N/A" or "0" must be used in all cells where applicable (as opposed to leaving cells blank). Note that there are multiple tabs on the pricing spreadsheet that must be completed.

It is likely that the University will purchase high volumes of the Polycom Soundpoint 335, the Polycom Soundpoint 560 and the Polycom Soundpoint 650. Actual purchase quantities per telephone model will vary. All items will be ordered on an "as needed" basis.

Acknowledge (circle)
CenturyLink Response: Acknowledge.

Prices must remain firm throughout each annual contract period. Price increases for subsequent renewals must be made in writing sixty (60) days prior to the end of each contract period. If no notification is received by the sixty (60) day deadline, the University will proceed with its decision to renew the contract based on existing rates. Price increases shall not exceed three (3) percent of current price. The University reserves the right to reject any and all price increases. The University may choose at that time to rebid all or part of the current bid.

Acknowledge (circle)
CenturyLink Response: Acknowledge.

The University requires pricing for the following purchase options:

- (a) Deliver **Polycom, Cisco and Aastra** telephones with factory-set default configurations. Use the column "Factory Default Configuration" on the pricing spreadsheet.
- (b) Deliver **Polycom** telephones with the following configuration modifications. Use the column "Pre-Configured Price" on the pricing spreadsheet to state per telephone price that includes the below configurations:
 - ✓ Add the Web address (URL) for the applicable call management server.
 - ✓ Modify the default server type of "FTP" to "HTTP".
 - ✓ Modify the default "VLAN Discovery" setting from "Disabled" to "Fixed".
 - ✓ Register the MAC address of each phone with the University's service provider prior to shipping telephones to the University.
 - ✓ Additional configurations not listed herein may be required.

Note: The above configurations are configuration examples and may not be all inclusive. Actual menu locations for Polycom settings and required values will be communicated in a pre-award stage. During the evaluation period, as a condition of award, vendor may be required to submit a pre-configured Polycom telephone to be tested by the University. If requested, vendor must deliver all required samples to the University within five business days after the request is made. All related costs for furnishing the required sample shall be the sole responsibility of the vendor. The University reserves the right to examine such samples in any way it may see fit to determine whether they meet the specifications.

- (c) Indicate if volume discounts on a per item basis are available for Polycom, Cisco and Aastra. Use column on spreadsheet or attach additional pages if needed.
- (d) Propose trade in amount of the Nortel IP telephones. Use tab on spreadsheet. The University agrees to use credit amount to purchase Polycom telephones within this contract. The University will trade in Nortel equipment in phases over the course of approximately 18 months. The University expects to receive credit as the Nortel equipment is traded in on an on-going basis until conversion is complete.
- (e) In addition to the items listed within this bid, the University reserves the right to purchase equipment that may not currently be available in the marketplace and/or certified by the University's VoIP service provider. As such, for each manufacturer the vendor must provide a percentage discount off MSRP for any future technology the University may choose to purchase under a resulting contract.

<i>Polycom</i>	<u>40.6</u>	<i>% off MSRP</i>
<i>Cisco</i>	<u>30.9</u>	<i>% off MSRP</i>
<i>Aastra</i>	<u>29.15</u>	<i>% off MSRP</i>

5. WARRANTY

Contractor shall fully warrant all items furnished hereunder against defects in design, materials, and workmanship with normal and proper use. Repair or replacement of any product or part will be made thereof which fails as a result of such a defect during the warranty period. All costs for replacement of warranted items, including shipping charges, shall be paid for by the vendor.

Acknowledge and comply (circle)
CenturyLink Response: Acknowledge and Comply.

Upon vendor receipt, the University requires a five (5) day turn-around time on repair or replacement of warranted equipment. The replacement equipment shall carry the remaining time on the initial warranty period and shall meet all technical specifications of the original equipment. **Bidders must explain procedures for equipment return.**

Acknowledge and comply (circle)
CenturyLink Response: Acknowledge and Comply.

University will contact CenturyLink with equipment issue description and MAC / serial address. RMA number will be generated if issue deemed to be a hardware related failure. If the replacement request is received before 2 pm Eastern Time will be processed same day. Replacement device will include pre-configuration based on original device setup. Replacement will be shipped to the University with instructions on replacing faulty equipment and include a return label to be sent to product warehousing.

All new equipment must include a one year manufacturer's warranty. **Bidders shall provide manufacturer's detailed warranty information with bid response.**

Acknowledge and comply (circle)
CenturyLink Response: Acknowledge and Comply.

Please see Exhibit B for more information on CenturyLink Smart IP RMA Policy

6. DELIVERY & ACCEPTANCE

All deliveries shall be made FOB Destination with freight charges fully included and pre-paid. The seller pays and bears the freight charges. The University may refuse shipments which are not in strict compliance with the specifications and requirements of this bid and those received with visible damage. The Contractor shall handle replacement and repair of ALL incorrect or damaged items on an immediate turnaround basis to the satisfaction of the University and at no cost to the University. Title to and risk of loss or damage as to all items shall remain in and be the responsibility of the Contractor prior to delivery and acceptance by the University.

Acknowledge (circle)
CenturyLink Response: Acknowledge.

Delivery time, regardless of purchase quantity, is a condition of award. Purchase quantities may range from 1-500 telephones per order. Delivery of new orders is required as soon as possible, but no later than ten (10) business days after receipt of the order. Bidders must explain procedures for ordering equipment.

Acknowledge (circle)
CenturyLink Response: Acknowledge.

Configuration & Staging

- CenturyLink provides a complete template management system via web portal to define device templates for multiple device types. Templates support specific firmware and boot rom selections if applicable, but will maintain the latest versions provided by CenturyLink. Templates may also be pushed down to all identified partners (including MU) automatically or selected partners; this includes updates or new product configurations.
- Ability to support configuration of HTTP, HTTPS, FTP and TFTP server addresses within the phones. The configuration systems support setting this information on the template level to make ordering simplistic or on the fly per device and order basis to allow for flexibility.
- CENTURYLINK systems will capture and auto-generate notifications for MAC addresses and serial numbers to be provided to the Service Provider & partners.

- All devices that are configured via CENTURYLINK provisioning services are verified to be loaded properly, including configuration options, firmware and specified boot roms before shipping to ensure no dead on arrivals and to reduce support requirements.
- CENTURYLINK provides labeling services for phones and other CPE equipment, this includes white labels that may contain customer information or specific device setup details. System supports dynamic options (expression building) for labels on a per device basis.

Web Portal

- CENTURYLINK will provides web portal access to CenturyLink and/or authorized partners that provide absolute visibility to all processes with CENTURYLINK. Tools provided include; order management tools, support, RMA, invoicing (billing), user management, and template management system, reporting, and pricing tools.

CENTURYLINK Inventory

- CENTURYLINK acts as a distributor for Polycom and as a value added Distributor for Cisco and Aastra. CENTURYLINK has two stocking distribution facilities, one in Greenville, SC and one in Henderson, NV with both facilities stocking 8 weeks or more of inventory.

Shipping

- CENTURYLINK uses both Federal Express and UPS shipping services. Each carrier service is offered as an option on the CENTURYLINK provisioning portal. Ground shipping on orders from Greenville, SC or Las Vegas, NV would be delivered anywhere in the continental USA within 2 or 3 business days in most cases. Quantities of 500 or more may take up to 5 business days.

Telephones must be shipped with the following:

- The telephone's MAC address on a bar-coded label on the outside of the box.
- One (1) 12-foot handset cord to match phone.
- One (1) correct and current user guide for the specified phone.
- One (1) 7-foot CAT6 data cable.
- One (1) compatible power supply (where applicable).

Acknowledge (circle)
CenturyLink Response: Acknowledge.

*Polycom's standard handset cord for each phone is 6-foot.

7. REPAIR

Vendors shall include pricing for repairing out of warranty telephones sent in on an as needed basis. **Bidders must explain return procedures and turnaround times for equipment repair.**

Acknowledge (circle)
CenturyLink Response: Acknowledge.

Repairs are normally priced out on a case by case basis and are priced based on phone type. Repair request would be generated in a similar manner as the advanced replacement with the university providing information on the device that needs to be replaced MAC/Serial number. An RMA will be generated and a return label will need to be provided to the University . Device will be received and processed by Manufacturer for repair or replaced with like device for a determined fee at time of repair. Once repair is completed phone will be returned to University.

BID FORM

CenturyTel of Missouri, LLC dba CenturyLink

(NAME OF FIRM OR INDIVIDUAL SUBMITTING THIS BID)

Date: 20, August, 2010

The undersigned proposes to furnish and deliver the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request for Bid issued by the University of Missouri.

**REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
VOIP TELEPHONE EQUIPMENT
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI-COLUMBIA
RFB: #L082010**

**OPENING DATE: AUGUST 20, 2010
TIME: 2:00 pm, CST**

Provided with this document is an Excel spread sheet containing line item specifications for pricing purposes. Please note that there are multiple tabs in this document that must be completed. Bidders shall provide a printed copy and an electronic version of the submitted pricing on a disk or flash drive, as part of their bid response. To obtain a copy of the pricing pages in an Excel file, send an e-mail request to Angie Lair at laira@missouri.edu.

Authorized Vendor Representation:

Authorized Signature <i>Chad Winkle</i>	Date: 20AUG10
Printed Name Chad Winkle	Title Area Vice President Business Direct Sales
Company Name CenturyTel of Missouri, LLC dba CenturyLink	
Mailing Address 625 Cherry Street	
City, State, Zip Columbia, MO 65201	
Phone No. (573) 886-3898	Federal Employer ID No. 72-1516131
Fax No. (573) 449-9851	E-Mail Address
Circle one: Individual Partnership <u>Corporation</u>	
If a corporation, incorporated under the laws of the State of <u>Louisiana</u>	
Licensed to do business in the State of Missouri? <u>X</u> yes ___ no	



ADDENDUM NUMBER 1
DATED
08/16/10

TO

SPECIFICATIONS
FOR
REQUEST FOR BIDS NUMBER L082010
DATED
08/09/10

The specifications noted below are modified as follows and except as set forth herein otherwise remain unchanged and in full force and effect:

ADDITIONAL INFORMATION: Nortel part numbers for the trade-in equipment are as follows:

- NTDU92BC70E6 2004
- NTEX00DA70 2004 EXPANSION MODULE
- NTYS03BCE6 1120
- NTYS05BCE6 1140
- NTYS08AAE6 1100 EXPANSION MODULE

*Corrected
ACKNOWLEDGE. CC*

The Curators of the
University of Missouri

A handwritten signature in cursive script, appearing to read "Angie Lair".

By: Angie Lair, CPPB
Strategic Sourcing Specialist
For the Director,
UM Procurement Services

Item Description	Item ID	Unit Price	Quantity	Total Price	Notes	Notes	Notes	Notes	
SoundPoint IP 335 HD 2-line w/o Power Supply	2200-12375-025	\$126.21		\$131.01	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 335 HD 2-line w/ Power Supply	2200-12375-001	\$142.72		\$147.52	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 450 HD 2-line w/o Power Supply	2200-12450-025	\$191.55		\$196.35	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 450 HD 2-line w/ Power Supply	2200-12450-001	\$203.43		\$208.23	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
Soundpoint IP 550 SIP 4-Line w/o Power Supply	2200-12550-025	\$217.23		\$222.03	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
Soundpoint IP 550 SIP 4-Line w/ Power Supply	2200-12550-001	\$227.19		231.99 \$237.19	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24

SoundPoint IP 560 SIP 4 Line Gigabit Ethernet w/o Power Supply	2200-12560-025	\$274.71	\$279.51	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 560 SIP 4 Line Gigabit Ethernet w/ Power Supply	2200-12560-001	\$286.59	\$291.39	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 650 6-line w/o Power Supply	2200-12651-025	\$262.83	\$267.63	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 650 6-line w/ Power Supply	2200-12651-001	\$274.71	\$279.51	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 670 6-line Gigabit color display w/o Power Supply	2200-12670-025	\$363.81	\$368.61	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 670 6-line Gigabit color display w/ Power Supply	2200-12670-001	\$381.63	\$386.43	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundStation IP 6000 w/o Power Supply	2200-15600-001	\$559.83	\$564.63	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundStation IP 6000 w/ Power Supply	2200-15660-001	\$619.23	\$624.03	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24

SoundStation IP 7000 w/o Power Supply	2200-40000-001	\$803.37	\$808.17	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundStation IP 7000 w/ Power Supply	2230-40300-001	\$868.71	\$873.51	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
VVX 1500 6-line Business Media Phone with video capability w/o Power Supply	2200-18061-025	\$660.81	\$665.61	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
Communicator C100 (USB Speaker Phone) w/o PS	2200-44140-001	\$90.57	No Config needed	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 601/650 Expansion Module	2200-11700-025	\$149.97	No Config needed	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 650 Backlit Expansion Module	2200-12750-025	\$173.73	No Config needed	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24
SoundPoint IP 670 Color Display Expansion Module	2200-12770-025	\$197.49	No Config needed	**See Note Below	**See Note Below	**See Note Below	**See Note Below	\$20/\$24

5-pk HD-Voice handset+cord for IP335, IP 450, IP 550, IP 560, IP 650 and IP 670. Country Group 66	2200-17444-001	\$10.69	N/A	**See Note Below	**See Note Below	**See Note Below	**See Note Below	N/A
Handset + handset cord 5-pack for SoundPoint IP 300, 301, 500, 501, 600, and 601. Country Group: 66	2200-17445-001	\$29.70	N/A	**See Note Below	**See Note Below	**See Note Below	**See Note Below	N/A
WARRANTY INFORMATION								
Does the warranty for new equipment include repair and replacement? Explain.	Yes	The University will Contact CenturyLink with equipment Issue Description, MAC and serial number. RMA will be generated if issue is deemed a hardware related failure. If the request is received before 2 pm eastern standard time, the request will be process the same day. Replacement device will be include reconfiguration based on original device set up. Replacement will be shipped to the University with instructions on replacing faulty equipment and include a return label to be sent to product warehousing. Also see Exhibit B						
Does the warranty for new equipment Include all parts? If not, list exclusions.	Yes	No exclusions						
Does the warranty for new equipment include labor?	Yes	Yes						
What is the post-warranty repair price?	\$	Repairs are normally priced out on case by case basis and are priced based on phone type. Repair request would be generated in a similar manner as the advanced replacement with the university providing information on the device that needs to be replaced MAC / Serial number. An RMA will be generated and a return label will need to be provided to the University. Device will be received and processed by Manufacturer for repair or replaced with like device for a determined fee at time of repair. Once repair is completed phone will be returned to University.						Maintenance 3 Year Partner Premier Soundpoint (4870-00302-360) \$20 -- 5 Year Partner Premier Soundpoint (4870-00302-560) \$24
**CenturyLink is offering a Volume discount as listed based on the equipment that the University has projected to purchase over the next 5 years								

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL PRICE	REMARKS	TOTAL PRICE
SPA2102 (SPA2102-NA) LINKSYS SPA 2102 VOIP ROUTER WITH 2 FXS	SPA2102-NA	\$ 58.06	N/A	N/A	See Below	\$ 70.06
SPA3102 (SPA3102-NA) LINKSYS 3102 VOIP ROUTER 1 Port FXS and 1 FXO	SPA3102-NA	\$ 67.05	N/A	N/A	See Below	\$ 79.05
SPA502G (SPA502G) Cisco 1 line IP phone with backlit display	SPA502G	\$ 113.36	N/A	N/A	See Below	\$ 118.16
SPA504G (SPA504G) Cisco SPA504G 4 Line phone with backlit display	SPA504G	\$ 130.64	N/A	N/A	See Below	\$ 135.44
SPA508G (SPA508G) Cisco SPA508G 8 line phone with backlit display	SPA508G	\$ 155.52	N/A	N/A	See Below	\$ 160.32
SPA525G (SPA525G) Cisco SPA525G IP phone is a five-line phone that operates in wired or wireless mode	SPA525G	\$ 297.22	N/A	N/A	See Below	\$ 302.22

WIP310 (WIP310) Linksys 802.11G Wifi	WIP310-G1	\$ 206.67	N/A	N/A	See Below	\$ 211.47
SPA500S 32 Button Attendant Console	SPA500S	\$ 95.66	N/A	N/A	See Below	N/A
SPA900 Series A/C Adapter (PA100) Linksys 900 Series Power Supply	PA100	\$ 8.98	N/A	N/A	N/A	N/A
Does the warranty for new equipment include repair and replacement? Explain.	Yes	<p><i>The University will Contact CenturyLink with equipment Issue Description, MAC and serial number. RMA will be generated if issue is deemed a hardware related failure. If the request is received before 2 pm eastern standard time, the request will be process the same day. Replacement device will be include reconfiguration based on original device set up. Replacement will be shipped to the University with instructions on replacing faulty equipment and include a return label to be sent to product warehousing. Also see Exhibit B</i></p>				
Does the warranty for new equipment include all parts? If not, list exclusions.	Yes	<p><i>No exclusions</i></p>				
Does the warranty for new equipment include labor?	Yes	<p><i>Yes</i></p>				
What is the post-warranty repair price?	\$	<p><i>There is no post-warranty repair service available for Cisco equipment through CenturyLink at this time.</i></p>				

Item Description	Part #	Factory Default Configuration Price	If Offer is Available, Provide Available Model Number	If Offer is Available, Provide Available Model Number and Price	Warranty Description	Price Configuration (Include a Return Price)
4 line LED with LCD display and wireless 2.4 GHz handset	6757i CT (57i CT)	\$ 283.38	N/A	N/A	See Below	\$ 288.18
4 line LED with LCD display	57i	\$ 198.37	N/A	N/A	See Below	\$ 203.17
4 line LED with LCD display	6755i	\$ 177.11	N/A	N/A	See Below	\$ 181.91
3 line LED with LCD display	6753i	\$ 125.71	N/A	N/A	See Below	\$ 130.51
2 line LED with LCD display	6731i	\$ 92.10	N/A	N/A	See Below	\$ 96.90
67xi series expansion module	67xi	\$ 141.69	N/A	N/A	See Below	N/A
WARRANTY INFORMATION	Answer					
WARRANTY INFORMATION	Answer					
Does the warranty for new equipment include repair and replacement? Explain.	Yes	<i>The University will Contact CenturyLink with equipment Issue Description, MAC and serial number. RMA will be generated if issue is deemed a hardware related failure. If the request is received before 2 pm eastern standard time, the request will be process the same day. Replacement device will be include reconfiguration based on original device set up. Replacement will be shipped to the University with instructions on replacing faulty equipment and include a return label to be sent to product warehousing. Also see Exhibit B</i>				
Does the warranty for new equipment include all parts? If not, list exclusions.	Yes	<i>No exclusions</i>				
Does the warranty for new equipment include labor?	Yes	<i>Yes</i>				
What is the post-warranty repair price?	\$	<i>There is no post-warranty repair service for Aastra equipment available through CenturyLink at this time.</i>				



CenturyLink™
Business

CenturyLink Smart IP RMA Process

To Receive an RMA

- Contact will be provided upon reward.
- **Provide the following to support technician: product name, serial number and MAC address (if applicable), and reason for return of product.**
- CenturyLink support technician will issue a **ticket number** and troubleshoot problem with customer to verify issues.
- RMA number will be emailed to customer for the return of product(s) **under warranty**. Customer must then provide a **replacement shipping address**.

Returning RMA Products

- Products are to be returned in original box.
- All cords, power supplies, CD's books, etc. must be included.
- RMA number must appear on outside of shipping box.
- Product must be packed properly in shipping box.

Product should be returned to: Specifics will be provided upon selection

Product(s) returned without RMA number will be immediately returned to sender at their cost. Customer is responsible for freight back.

Once RMA Product(s) Received

- When faulty product is received, CenturyLink lab will test to confirm product issues.
- If product is bad, replacement product will be shipped (ground) to customer unless product was advanced replaced.
- If product is found good, product will be returned to customer unless product was advanced replaced.
- All replacements will be invoiced and credit memos will be provided upon receipt of faulty products.
- All replacements will be of like kind or better condition at the discretion of CenturyLink.
- Customer will be invoiced for any associated Penalty Charges for missing or damaged parts. (Note penalty cost/charges section.)

Advanced Replacement Returns

- If an advance replacement is required, the RMA department must issue a PO for the replacement item(s) with a corresponding RMA number; the customer cannot place their own order for an advance replacement. The customer will then be invoiced and the products shipped ground. Normal customer terms will apply.
- If shipping method, other than (GROUND) is required, **customer will be responsible for difference in ground charges and alternative method.**
- Customer may request that CenturyLink includes a return label for faulty product to be returned. Charges will apply for the return label.
- Defective product must then be returned to CenturyLink within **10 business days**.



Returns for Credit

- All returns are subject to any fees listed in the penalties and charges section below. Returns are accepted at the sole discretion of CenturyLink, and based on the condition of the product when it is received by CENTURYLINK, may be refused and sent back to the customer at the customer's cost.
- Returns for credit within 30 days are subject to a 20% restock fee dependant on the condition of the product when CENTURYLINK receives it.
- Returns for credit after 30 days automatically qualify for the 20% restock fee, along with an additional 10% for every additional 30 days.
- Products with customer's stickers or labels automatically qualify for the 20% restock fee.
- **No returns accepted beyond 120 days from date of purchase.**
- **No returns on items received as replacements for defective products.**
- **No returns on software or license returns will be accepted.**
- **No returns on special ordered products will be accepted.**
- **CENTURYLINK does not offer product exchanges.**
- Credits for returns are to be applied by default to your CENTURYLINK account. Customer may request that credits be applied to their credit card.

Penalties And Charges

- A. Penalties are final; customers are not to be allowed to send missing parts to CENTURYLINK after initial product RMA is received
- B. Charges are as followed, additional charges may be listed at later times once issues arise that are not noted in this document:
- Polycom;**
 - Boxes with insert -\$9.00 -return for credit only
 - Handset/Cord -\$6.51 • 501 Power/Data Cord -\$4.57
 - Power Supply -\$12.50 • 501 / 301 POE Cable -\$23.39
 - Standard Network Cable -\$9.00
 - Cisco;**
 - Boxes -\$8.00 -return for credit only
 - AC Adapter -\$9.00
 - Standard Network Cable -\$9.00
 - Other Manufactures;**
 - Boxes for all other manufacturers -\$12.00 -return for credit only
 - Power Supplies -Cost based on current price book
 - Network Cables (If applicable) -\$9.00.
- C. Provisioning cost is \$4.80 for phones and analog adapters. Routers are \$12.00. Penalty is charged on product returns for credit only.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of June 20 13

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

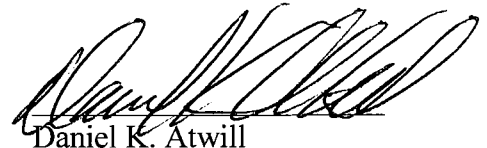
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract #SPR-25069 – Voice Over Internet Protocol (VoIP) Services. This service is part of the phone system upgrade for the Sheriff’s Department and is a Term and Supply Contract.

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.

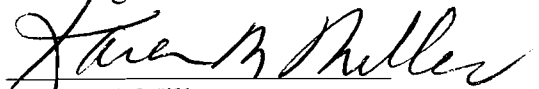
Done this 25th day of June, 2013.

ATTEST:

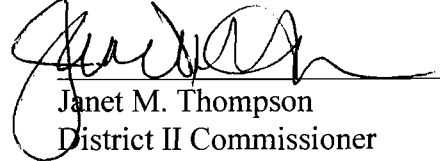
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Purchasing

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
DATE: June 19, 2013
RE: State of MO Cooperative Contract# SPR-25069 – Voice Over Internet Protocol (VoIP) Services

The IT Dept. and the Purchasing Office request permission to utilize the State of MO Cooperative Contract# SPR-25069 – Voice Over Internet Protocol (VoIP) Services. This service is a part of the phone system upgrade for the Sheriff Department.

This is a Term and Supply contract and invoices will be paid from Departments 1251 Sheriff and 1255 Corrections, Account 48000, Telephones. \$31,548.00 was budgeted for this expense.

cc: Contract File
Aron Gish, Director, IT

**PURCHASE AGREEMENT FOR
VOICE OVER INTERNET PROTOCOL (VoIP) SERVICE
TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of June 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Centurylink Sales Solutions, Inc.** as contracting agent on behalf of the applicable CenturyLink affiliated entities providing the Products and Services, 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 **Voice Over Internet Protocol (VoIP) Service** in compliance with State of Missouri Contract **SPR-25069** and Boone County Missouri Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response. (CenturyLink Comment: Don't think we've seen the Insurance Requirements document. CTL would need to be provided this document so a review can be completed prior to executing the Agreement)

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with CenturyLink Hosted VoIP Service in accordance with the terms of the State of Missouri CenturyLink Custom Cover Agreement **SPR-16853** and the First Amendment to CenturyLink Custom Cover Agreement **SPR-25069** as follows:

Service	Order Term	Recurring (Monthly) Charge	Number Hosted	Total Extended Monthly Charge
CenturyLink Hosted VoIP Services – Basic	60 Months	\$16.50	28	\$462.00
CenturyLink Hosted VoIP Services – Standard	60 Months	\$21.00	41	\$861.00
CenturyLink Hosted VoIP Services – Premium	60 Months	\$25.50	7	\$178.50
CenturyLink Hosted VoIP Services – Auto Attendant	60 Months	\$60.00	3	\$180.00
Total Monthly Charge:				\$1,681.50

3. **Contract Duration** - This agreement shall commence on **date written above and extend through December 31, 2018** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date in writing by the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes

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

5. **Delivery** - Vendor agrees to deliver CenturyLink Hosted VoIP Service as set forth in the contract documents and within 60 days after Receipt of Order.

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 delivery of CenturyLink Hosted VoIP Services 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.

CENTURYLINK SALES SOLUTIONS, INC.

BOONE COUNTY, MISSOURI

by *[Signature]*
title BUS SALES MGR

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

APPROVED AS TO FORM:

ATTEST:

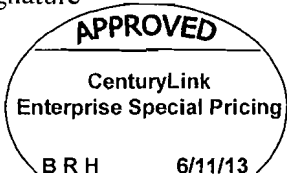
[Signature]
County Counselor

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature] by 19 Date 06/14/2013 1251 / 1255 / 48000 Term & Supply
Signature Date Appropriation Account



STANDARD TERMS AND CONDITIONS – CONTRACT WITH 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. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2013

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. CA License #0437153 1301 5th Avenue, Suite 1900 Seattle, WA 98101-2682 Attn: Seattle.certrequest@marsh.com / Fax: 212-948-4326 J13913-CTL-GAW-12-13	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED CenturyLink, Inc.; Embarq Corporation; Qwest Communications International Inc.; Savvis, Inc; and all Affiliated, Subsidiary & Associated Companies 931 14th St., 10th Floor Denver, CO 80202	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Insurance America, Inc.		24554
	INSURER C: XL Specialty Insurance Company		37885
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES	CERTIFICATE NUMBER: SEA-002292277-12	REVISION NUMBER: 10
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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			RGD5000333	09/01/2012	09/01/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<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	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			RAD5000334 - AOS	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			RAD5000335 - MA	09/01/2012	09/01/2013	BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS			Auto Physical Damage - Self Insured			BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	DED							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD5000329 AOS	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			RWR5000330 WI	09/01/2012	09/01/2013	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	XS Workers' Compensation/EL			RWE5000331 - WA	09/01/2012	09/01/2013	Excess of \$1,000,000 SIR	10,000,000
C	XS Workers' Compensation/EL			RWE5000332 OH	09/01/2012	09/01/2013	Excess of \$1,000,000 SIR	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER CenturyLink, Inc.; Embarq Corporation; Qwest Communications International Inc.; Savvis, Inc; and all Affiliated, Subsidiary & Associated Companies 931 14th St., 10th Floor Denver, CO 80202	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. Cheryll L. Koch <i>Cheryll L. Koch</i>
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**First Amendment to
CenturyLink Custom Cover Agreement between
State of Missouri, Office of Administration, Information Technology Services Division and CenturyLink Sales
Solutions, Inc.**

This First Amendment is made to the CenturyLink Custom Cover Agreement (Contract No. SPR-16853) between State of Missouri, Office of Administration, Information Technology Services Division ("Customer") and CenturyLink Sales Solutions, Inc. ("CenturyLink") effective on or about June 20, 2011 (the "Agreement"). The following modified and added terms and conditions are made a part of the Agreement effective on the date signed by both parties ("First Amendment Commencement Date").

CenturyLink and Customer agree as follows:

1. The Agreement is amended by deleted Section 1 in its entirety and replacing it as follows:
 1. **TERM.** This Agreement will be for an initial term of 24 months (the "Initial Term") starting on the First Amendment Commencement Date, which, at Customer's option, may be extended for up to four (4) additional 12 month periods (each a "Renewal Term" and collectively together with the Initial Term the "Agreement Term"). If Customer would like to exercise its option to utilize a Renewal Term, Customer will provide a written request to CenturyLink 30 days prior to the expiration of the Initial Term or current Renewal Term, as applicable. CenturyLink will not accept Orders after expiration of the Agreement Term, but the Agreement will continue to apply to any unexpired Orders properly placed during the Agreement Term. The Order Term for a particular Product or Service are defined in the applicable attachment.

2. Section 2.1 of the Agreement is deleted in its entirety and replaced with the following:
 - 2.1 **Products and Services.** CenturyLink will provide to Customer the Products and Services identified in the following Attachments attached and incorporated by this reference. The name of the CenturyLink operating company providing Products and Services to Customer is listed in the Attachment.

Attachment A: Tariffed Business Services
Attachment B: Nontariffed Business Services.

3. The Price Table in Section 2 of Attachment A is deleted and replaced with the following:

Customer Billing Address	Service/Installation Address	Type of Service	Number of TDM Centrex Lines	Order Term	Monthly Recurring Charge	Non-Recurring Charge
301 W. High St. 280 Truman Building Jefferson City, MO 65102	Various locations within Missouri	TDM Centrex Services	7,500 (Northwest Missouri State Centrex lines contribute)	24 Months	\$13.36 per Centrex Service Line	\$0 per Centrex Line
301 W. High St. 280 Truman Building Jefferson City, MO 65102	Locations affiliated with Northwest Missouri State under billing numbers 660 562-8574-574 AND 660 562-8575-575	TDM Centrex Services	N/A	12 Months	\$13.36 per Centrex Service Line	\$0 per Centrex Line

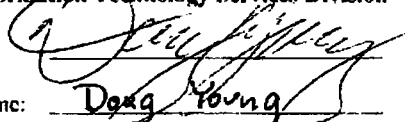
4. The Agreement is amended by deleting Section 6 of Attachment A in its entirety and replacing it as follows:
6. **TERMINATION.** Termination liability will not apply to TDM Centrex lines disconnected during the Agreement Term as long as Customer maintains at least 7,500 CenturyLink provided TDM Centrex lines during each month of the Agreement Term. If Customer's total TDM Centrex line count, which includes TDM Centrex lines affiliated with Northwest Missouri State, falls below 7,500, and Customer subsequently terminates a Service in whole or in part, before expiration of the applicable Order Term (unless due to CenturyLink's material failure), Customer will be liable for 50% of the monthly payments that would otherwise remain in the Order Term. If Northwest Missouri State disconnects all or a substantial amount of TDM Centrex lines during the Initial Term of this Agreement, CenturyLink and Customer will cooperate in developing an arrangement to address the parties' concerns. The arrangement may include a change in rates, discounts, commitments, conditions, Agreement Term or other provisions, and may require Customer's execution of a new agreement(s).
5. The Agreement is amended by adding new Attachment B: Nontariffed Business Products and Services, together with all of its referenced Exhibits, all of which is attached to this First Amendment and incorporated by this reference.

All other terms and conditions in the Agreement, not amended above, will remain in effect. This Amendment and any information concerning its terms and conditions are CenturyLink's proprietary information and may not be disclosed to third parties without CenturyLink's prior written permission except as permitted by law or the parties' mutual nondisclosure agreement. To become effective, this Amendment must be: (a) signed by a Customer representative; (b) delivered to CenturyLink on or before December 10, 2011; and (c) signed by a CenturyLink officer or authorized designee.

CenturyLink Sales Solutions, Inc.

By: _____
 Name: _____
 Title: _____
 Date: _____

State of Missouri, Office of Administration,
 Information Technology Services Division

By: 
 Name: Dong Young
 Title: Chief Information Officer
 Date: 12-9-11

APPROVED TPI November 7, 2011
ATTORNEY CenturyLink Law Dept.

APPROVED
 CenturyLink
 Enterprise Special Pricing
 BRH 11/30/11

ATTACHMENT B

NONTARIFFED BUSINESS PRODUCTS AND SERVICES

1. **PRODUCTS AND SERVICES.** CenturyLink will provide to Customer the Products and Services listed in the tables below (each, a "Price Table"). Services are purchased for the specific term for the particular Service ordered (each, an "Order Term"), as listed in the Price Table. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.
2. **TERMS AND CONDITIONS.** CenturyLink provides the Products and Services listed in this Attachment under the *Standard Terms and Conditions for Communications Services* and *Local Government Customer Annex* attached as **Exhibit 1** and **Exhibit 2** to this Attachment and relevant Product or Service-specific terms and conditions listed below, all incorporated into the Agreement by reference.

2.1 IP and Data Transport Services.

- A. The table below lists the IP and Data Transport Services purchased by Customer and the CenturyLink entity(ies) providing those Services.

Type of Service	CenturyLink Entity Providing the Service
CenturyLink Hosted VoIP Services	Embarq Missouri, Inc. CenturyTel of Northwest Arkansas, LLC CenturyTel of Missouri, LLC Spectra Communications Group, LLC

- B. In addition to the *Standard Terms and Conditions for Communications Services* and *Local Government Customer Annex*, CenturyLink provides CenturyLink Hosted VoIP Services under the CenturyLink Hosted VoIP Services Annex incorporated by reference in this Attachment and attached as **Exhibit 3** to this Attachment.

2.2 Equipment and Software

- A. The table below lists the Equipment and Software purchased by Customer and the CenturyLink entity(ies) providing those Products.

Type of Product	CenturyLink Entity Providing the Product
Equipment and Software	Embarq Missouri, Inc. CenturyTel of Northwest Arkansas, LLC CenturyTel of Missouri, LLC Spectra Communications Group, LLC

- B. In addition to the *Standard Terms and Conditions for Communications Services* and *Local Government Customer Annex*, CenturyLink provides Equipment and Software under the Equipment Sales Product Annex incorporated by reference in this Attachment and attached as **Exhibit 4** to this Attachment.

3. PRICE TABLES FOR SERVICES.

Customer Billing	Service/Installation	Type of	Order	Monthly	Non-
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Address	Address	Service	Term	Recurring Charge	Recurring Charge
301 W. High St. 280 Truman Building Jefferson City, MO 65102	Various Locations in Missouri where CenturyLink Hosted VoIP Service is available	CenturyLink Hosted VoIP Services – Basic	60 Months	\$16.50	\$0.00
301 W. High St. 280 Truman Building Jefferson City, MO 65102	Various Locations in Missouri where CenturyLink Hosted VoIP Service is available	CenturyLink Hosted VoIP Services – Standard	60 Months	\$21.00	\$0.00
301 W. High St. 280 Truman Building Jefferson City, MO 65102	Various Locations in Missouri where CenturyLink Hosted VoIP Service is available	CenturyLink Hosted VoIP Services - Premium	60 Months	\$25.50	\$0.00

- 3.1 Monthly Recurring Charges (“MRCs”).** CenturyLink will charge Customer the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified above. Upon expiration of each Order Term, Customer must convert the rates for the affected Service to the then-current list rates, which are subject to change.
- 3.2 Non-recurring Charges (“NRCs”).** CenturyLink may charge Customer NRCs related to the Services described in the Price Table. CenturyLink may assess any additional, special construction charges that may be required to provide the Services. Such special construction charges, if applicable, will be determined at the time of the Order.
- 3.3 Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 3.4 Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

4. PRICE TABLES FOR PRODUCTS.

Shipping/Installation Address	Type of Product	Per Unit Price	Non-Recurring Charge
To be determined at time of purchase	Equipment and Software	Price will be determined on an individual case basis and listed in the applicable CenturyLink price quote (each a “Price Quote”)	Price will be determined on an individual case basis and listed in the applicable Price Quote

- 4.1 Per Unit Price.** CenturyLink will sell equipment, software, associated materials, and applicable installation services identified in the table above (“Products”), at the per unit price listed for each Product as listed in the applicable Price Quote.
- 4.2 Non-Recurring Charges.** CenturyLink will charge Customer the non-recurring charges listed in the applicable Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer.
- 4.3 Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.

4.4 Additional Payment Requirements. CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0%
Amount Due Upon Delivery of Products	0%
Amount Due Upon Customer Acceptance of Products	100%

5. PURCHASE ORDERS.

- 5.1** During the Agreement Term, CenturyLink will accept Customer-issued purchase orders from Customer specifying the quantity and service/installation address for the Services listed in the Price Tables in Sections 3 and 4 of this Attachment. For Products listed in Sections 3 and 4 of this Attachment, Customer must also reference the related Price Quote for the Products.
- 5.2** This Agreement controls over any Customer-issued purchase orders, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect, except quantity of Services ordered and service/installation address. After expiration of the Agreement Term, the Agreement will continue to apply to any unexpired Customer-issued purchase orders properly placed during the Agreement Term. Any Customer-issued purchase order must reference the Contract Number listed at the top of this Agreement and the related Price Quote, if applicable.

EXHIBIT 1 to ATTACHMENT B
STANDARD TERMS AND CONDITIONS
FOR COMMUNICATIONS SERVICES
("STANDARD TERMS AND CONDITIONS")

1. GENERAL.

- 1.1 Applicability.** These Standard Terms and Conditions contain general provisions that apply to all retail business Products and Services that a CenturyLink-affiliated entity provides. "Agreement" means the terms and conditions under which Customer purchases Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and all related Order(s). Other capitalized terms are defined in this document or in the applicable Schedules or Product and Service-specific Annexes.
- 1.2 Intentionally Omitted.**
- 1.3 Local Governments and Government Programs.**
- A. Universal Service Administrative Company Programs.** Customers seeking funds through Universal Service Administrative Company programs such as the Schools and Libraries Program of the Universal Service Fund ("E-Rate Program"), the Rural Health Care Program of the Universal Service Fund ("RHC Program"), or state or local corollaries to the E-Rate Program or the RHC Program are subject to applicable program annexes posted to the Rates and Conditions Website.
- B. American Recovery and Reinvestment Act (ARRA).** Customer will not pay for Products or Services with funds obtained through the ARRA or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.
- 1.4 Conflicts Provision.** If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated or added terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing.

2. TERM.

- 2.1 Agreement Term.** The period set in the Agreement during which CenturyLink provides Products and Services to Customer is defined as the "Agreement Term." These Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes apply from the Effective Date until the Agreement Term expires or terminates. CenturyLink will not accept Orders for Products and Services after expiration of the Agreement Term, but these Standard Terms and Conditions, relevant Schedules, or Product and Service-specific Annexes will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance, managed, or professional Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, CenturyLink may, at its sole discretion, provide those Services on a time and material basis at CenturyLink's then-current rates without applying any discounts or credits under the Agreement, but these Standard Terms and Conditions and the Time and Materials Product Annex (posted to the Rates and Conditions Website) will govern CenturyLink's provision of such Services.
- 2.2 Order Term.** Customer purchases each Service for a specific term for the particular Service ordered (each, an "Order Term"). Each Order Term is listed in the Agreement and begins on the

first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes, unless the parties otherwise agree in writing.

3. CHARGES.

- 3.1 CenturyLink Charges.** Customer will pay CenturyLink the rates and charges for Products and Services set forth in the Agreement and any Order under the Agreement, including all charges associated with establishing Customer's Products and Services or related to CenturyLink's installation or provisioning costs. Charges associated with establishing or provisioning Services may include nonrecurring charges described in applicable Schedules and Product and Service-specific Annexes. Examples of these nonrecurring charges are customer-initiated change requests, expedite charges, service charges, any construction-related charges, and liabilities imposed on CenturyLink by third parties, such as other local exchange carriers, as a result of ordering or providing facilities to operate Services.
- 3.2 Fixed Rates and Percentage Discounts.** Except as expressly stated otherwise in the Agreement, rates and charges for a Product or Service that are stated as a flat or fixed recurring or non-recurring charge will not change during the applicable Order Term (for a Service) or Agreement Term (for a Product) if CenturyLink increases or decreases the list rate in a Schedule or price list. Rates and charges for a Product or Service not fixed in the Agreement will be based on current Schedules or price lists and may change during the Agreement Term. If pricing in the Agreement for a Service is stated as a percentage discount off of a Schedule rate or list price, that percentage discount is fixed for the applicable Order Term, but CenturyLink may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. **Changes to Schedules are posted to the Rates and Conditions Website.**
- 3.3 Rate Adjustments.** CenturyLink may impose additional fees, charges or surcharges on Customer to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these fees, charges, or surcharges may vary. These charges may include state and federal Carrier Universal Service Charges, compensation to payphone providers, International Mobile Termination Charges, E911, Telephone Relay Service, or charges assessed to CenturyLink for terminating or originating a call to wireless providers.
- 3.4 Taxes.**
- A. Taxes Not Included.** CenturyLink's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.
- B. Withholding Taxes.** Notwithstanding any other provision of the Agreement, if Customer is required by law to make a deduction or withholding from any amount due to CenturyLink, Customer must notify CenturyLink in writing. CenturyLink will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to CenturyLink will not be less than the amount CenturyLink would have received without the required deduction or withholding.
- C. Exclusions.** Customer will not be responsible for payment of:

- (1) CenturyLink's direct income taxes and employment taxes; and
- (2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

4. BILLING AND PAYMENT.

4.1 Invoicing.

- A. **Commencement of Invoicing.** CenturyLink may begin invoicing Customer in full for rates and charges on the later of:
 - (1) the date the Products or Services are installed and made available; or
 - (2) the first day of the first bill cycle after the Effective Date.
- B. **Delays.** If CenturyLink cannot install or make available the Products or Services by the delivery date specified in the Order due to a Customer-caused delay, CenturyLink may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days after the Effective Date.
- C. **Recurring Services.** For recurring Services and nonrecurring charges, CenturyLink bills fixed service charges in advance, and usage-based charges in arrears.
- D. **Additional Invoice Information.** Customer may make a written request to CenturyLink for additional invoice-related information, including duplicate invoices, to the extent such information is reasonably available in CenturyLink's sole discretion. CenturyLink may charge Customer for such information. Customer may only request information from CenturyLink for the 12-month period preceding the date of Customer's written request.

4.2 Payment and Late Charges. Unless otherwise defined in the Agreement, Customer must pay all undisputed amounts by the due date listed on Customer's invoice, which may be up to 30 days from the date of the invoice. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. Other than items subject to a bona fide dispute, CenturyLink may charge a late fee (up to the maximum rate allowed by law) or take other action to compel payment of past due amounts after written notice to Customer, including suspension or termination of Services, unless prohibited by applicable law or regulation. Service that is suspended or terminated for nonpayment may be subject to a reconnection charge. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs CenturyLink incurs, including reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.

4.3 Disputed Invoice Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period described in Section 4.2, and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with CenturyLink to promptly resolve any disputed charge. If CenturyLink determines, in good faith, that the disputed charge is valid, CenturyLink will notify Customer and, within five business days of receiving notice, Customer must pay the charge.

5. **CREDIT APPROVAL.** CenturyLink's provision of Products and Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Agreement Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Products and Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.
6. **ORDERS.**
- 6.1 **Application.** The terms and conditions in any Orders will have no force or effect other than to denote quantity and description of Products or Services, delivery destinations, delivery dates, Customer billing addresses, installation addresses, the Agreement under which the Order is issued, and any other information required by CenturyLink. Orders are binding only upon acceptance in writing by CenturyLink. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink initiates delivery of Products and Services listed in the Order or otherwise begins performance, but Customer must pay CenturyLink's costs resulting from Customer's cancellation, including costs specifically described in the applicable Schedule or Product and Service-specific Annexes.
- 6.2 **Cancellation.** CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink delivers the Products and Services listed in the Order or begins its performance, but Customer must pay any actual costs CenturyLink incurs due to Customer's cancellation in addition to any amounts described in the applicable Product and Service-specific Annexes.
7. **WARRANTIES, EXCEPT AS, AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE.**
8. **EQUIPMENT AND SOFTWARE; CENTURYLINK-PROVIDED NETWORK MANAGEMENT.**
- 8.1 **Equipment or Software Not Provided by CenturyLink.** Customer is responsible for any items not provided by CenturyLink, including installation, operation, and maintenance of such equipment or software and any equipment or software that impairs Product or Service quality or availability. Upon notice from CenturyLink of such impairment, Customer will promptly cure the problem. Customer will continue to pay CenturyLink for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the CenturyLink-provided network by CenturyLink or third parties, CenturyLink, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although CenturyLink will provide advance notice where practical. Customer will not rearrange, disconnect, remove, or attempt to repair any CenturyLink-provided items. At Customer's request, CenturyLink will troubleshoot the impairment at CenturyLink's then-current time and materials rates. CenturyLink is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by CenturyLink to become obsolete, require alteration, or perform at lower levels.
- 8.2 **Calls via Customer's Equipment or Software.** Customer is responsible for all charges, including any third-party charges, incurred for all types of calls, authorized or unauthorized, placed by or through Customer's equipment or software via any remote access feature, transferring capability, or call forwarding, even when such calls are placed fraudulently. Customer's responsibility for

these charges applies in all instances, including if Customer purchased or leased such equipment or software by or through CenturyLink or purchased CenturyLink-provided maintenance for its equipment or software. To reduce Customer's exposure, Customer may install its own blocking techniques to stop such capabilities and calls. CenturyLink will neither install nor assist in the installation of such blocking techniques, and has no obligation to block these capabilities or liability if such calls are placed, including no liability for charges that Customer may incur.

8.3 Software License.

- A. **Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions, including end-user licensing agreements and terms and conditions from CenturyLink's vendors, may be provided to Customer through click or shrink-wrap agreements. CenturyLink may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.
- B. **Prohibitions.** Customer is not granted any rights to use any software on behalf of third parties or related to time share or service bureau activities. No rights are granted to source code, and Customer will not reverse engineer, decompile, modify, enhance, copy, prepare derivative works, or reproduce any software.

8.4 Title to Software or Equipment. CenturyLink (or CenturyLink vendors, if applicable) retain title and property rights to CenturyLink-provided software and equipment (excluding Products sold to Customer under the Agreement), including copies, and any related patents, copyrights, trademarks, or IP addresses assigned to Customer. Upon termination or expiration of the Agreement or an applicable Order, Customer will surrender and immediately return the CenturyLink-provided equipment and software, including all copies, to CenturyLink or will provide CenturyLink access to reclaim such equipment and software.

8.5 Network Management. CenturyLink reserves the right to perform preventative maintenance and software upgrades to the CenturyLink-provided network at its sole discretion on a scheduled or as-needed basis. CenturyLink may charge Customer where additional technical limitations or CenturyLink must construct network facilities to provide Services to Customer. If software or equipment not provided by CenturyLink is connected to CenturyLink-provided network facilities, CenturyLink's obligations relate only to the Services under the Agreement.

9. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

10. CUSTOMER RESPONSIBILITIES.

10.1 Installation. Customer will reasonably cooperate with CenturyLink or its agents to install the Products and Services. Customer is responsible for damage to CenturyLink-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by CenturyLink. CenturyLink may refuse to install Products and Services or may discontinue and disconnect Products and Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Products and Services. Additional Customer responsibilities relating to a particular Product or Service may be defined in the applicable Schedules or Product and Service-specific Annexes.

10.2 Use of Products and Services.

- A. **Acceptable Use Policy.** If Customer purchases Products or Services that connect to the Internet, Customer must conform to the CenturyLink acceptable use policy posted to: <http://www.centurylink.com/Pages/AboutUs/AboutUsLegal.aspx>, as reasonably amended from time to time.
- B. **Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, abusive, unlawful or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
- C. **Resale and Lease Prohibitions.** Except to the extent expressly permitted by state or federal law and regulations, Customer will not resell Products and Services. Customer will not lease Products or Services under any circumstances.

11. CONFIDENTIALITY AND PRIVACY.

- 11.1 The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI").
- 11.2 **Privacy.** CenturyLink's privacy policy, as amended from time to time, is available at <http://www.centurylink.com/Pages/AboutUs/Legal.aspx>. The privacy policy includes information about CenturyLink's customer information practices and applies to the provisioning of Products and Services.

12. LIMITATIONS OF LIABILITY.

- 12.1 **Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Products and Services purchased in the month preceding the month in which the injury occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
- 12.2 **Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 12.3 **Unauthorized Access and Hacking.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means

or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or Customer premise equipment.

- 12.4 **Liability for Content.** CenturyLink is not responsible for the content of any information transmitted, accessed, or received by Customer through CenturyLink's provision of the Products and Services.

13. INDEMNIFICATION.

- 13.1 **CenturyLink Indemnification for Personal Injury, Death or Damage to Personal Property.** CenturyLink will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

- 13.2 **CenturyLink Indemnification.** CenturyLink will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But CenturyLink's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to CenturyLink-provided software, equipment or Services; combination of CenturyLink-provided services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after CenturyLink provides reasonable notice to Customer of the infringement. For any third party claim that CenturyLink receives, or to minimize the potential for a claim, CenturyLink may, at its sole option, either:

- A. procure the right for Customer to continue using the Services;
- B. replace or modify the Services with comparable Services; or
- C. terminate the Services.

- 13.3 **Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim.

- 13.4 **Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.

14. TERMINATION.

14.1 CenturyLink Right to Terminate.

- A. CenturyLink may immediately suspend or terminate Products or Services or the Agreement if:
 - (1) Customer fails to cure its default of the payment terms in the Agreement;

- (2) If Customer has vacated the premises to which Services are furnished;
- (3) Customer fails to cure any other material breach of the Agreement within 30 days after receiving CenturyLink's written notice;
- (4) Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services;
- (5) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents CenturyLink's performance under the Agreement; or
- (6) Customer resells Products or Services as prohibited by these Standard Terms and Conditions.

B. If CenturyLink terminates the Agreement under this Section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination liabilities.

14.2 Customer Right to Terminate.

- A. **Material Failure.** If CenturyLink materially fails to provide a Product or Service and CenturyLink fails to cure after Customer provides CenturyLink with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Customer may terminate the affected Products or Services without early termination liability 30 days after CenturyLink's receipt of Customer's written notice to terminate. CenturyLink's material failure does not include a failure caused by circumstances outside CenturyLink's sole control, a failure caused by a third party access provider, a Force Majeure Event, or Customer or Customer-provided software or equipment.
- B. **Termination for Convenience.** Customer may terminate a Service during the applicable Order Term, or the Agreement during the Agreement Term, by providing 60 days' written notice to CenturyLink. In the case of such termination for convenience, Customer will be liable for early termination fees set forth in the Agreement.

14.3 Early Termination Liability.

- A. **Calculation of Early Termination Liability.** If Customer terminates a Product or Service in whole or in part, before expiration of the applicable Order Term (unless due to CenturyLink's material failure), or CenturyLink terminates a Product or Service or applicable Order as permitted under the Agreement, Customer will pay the following early termination charges, which represent CenturyLink's reasonable liquidated damages and not a penalty:
 - (1) **General Liability.** A lump sum equal to (a) 50% of the applicable monthly charges, multiplied by the number of months remaining in the applicable Order Term, plus (b) a pro rata amount of any waived installation charges, any credits issued (excluding any service level credits issued for any Service outages), and initialization fees waived based upon the number of months remaining in the applicable Order Term at the time of termination; and
 - (2) **Third Party Liability.** Any liabilities imposed on CenturyLink by third parties, such as other local exchange carriers and all nonrecoverable costs incurred by

CenturyLink as a result of ordering facilities required to operate the Product or Service, as a result of Customer's early termination.

- B. Waiver of Early Termination Liability.** With CenturyLink's written approval, Customer will not be liable for the early termination liability described in this Section for a Service if Customer purchases another Service at the same time with the same or greater monthly recurring charge for an Order Term at least equal to the greater of: the remaining months in the original Order Term or one year.

14.4 Disconnect Notice. CenturyLink will have up to 30 days to complete disconnection of a Service. To complete disconnection, Customer must provide information required by CenturyLink. Customer's failure to provide such information may delay or prevent the disconnection. Customer will be responsible for all charges through the later of the 30th day after CenturyLink received the disconnect notice, or the date Customer stops using the Services.

- 15. FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

16. DEFINITIONS.

- 16.1** "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- 16.2** "Effective Date" is the date the last party signs the Agreement.
- 16.3** "Order" means a written, electronic or verbal order, or purchase order governed by the terms and conditions of the Agreement, submitted or confirmed by Customer and accepted by CenturyLink, which identifies specific Products and Services; quantity ordered; CenturyLink's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of Products or Services.
- 16.4** "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through CenturyLink as a separate item from, or bundled with, a Service.
- 16.5** "Product and Service-specific Annexes" refers to separate descriptions, terms and conditions for certain non-tariffed Products and Services, including those offered under applicable CenturyLink local terms of service in states that have withdrawn Tariffs for such Products and Services. Product and Service-specific Annexes are incorporated into the Agreement.
- 16.6** "Schedules" are the terms and conditions governing CenturyLink's provision of certain interexchange Services that were detariffed by order of the Federal Communication Commission ("FCC"). CenturyLink Schedules are subject to change during the Agreement Term under the rules and authority of the FCC. Schedules are posted to the Rates and Conditions Website.
- 16.7** "Service(s)" means wireline and wireless business communications services that are not governed by Tariffs, including basic or telecommunications services, information or other enhanced services.

and non-regulated professional services provided to Customer by or through CenturyLink under the Agreement, excluding Products.

16.8 "Tariffs" means the CenturyLink incumbent local exchange carrier, competitive local exchange carrier, or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Agreement Term under the rules and authority of the relevant regulatory bodies.

17. MISCELLANEOUS.

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

17.2 **No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.

17.3 **No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.

17.4 **Governing Law; Dispute Resolution.**

A. **Negotiation.** The parties will use good faith efforts to resolve any dispute promptly by negotiation at a higher level of management than the persons with direct responsibility for administration of the Agreement. All negotiations and any documents exchanged related to the negotiations under this Section are confidential, and will be treated as compromise and settlement negotiations under applicable rules of evidence.

B. **Governing Law; Forum.** Missouri state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement, will be brought in a U.S. District Court in Missouri, or absent federal jurisdiction, in circuit court in Cole County, Missouri.

17.5 **Compliance with Laws.** Each party agrees that it will comply with all applicable laws in performing its obligations under the Agreement.

17.6 **Assignment.** Customer may not assign any rights or obligations under the Agreement or an Order without CenturyLink's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Following written notice to Customer, CenturyLink may assign the Agreement or an Order, in whole or in part, without Customer's prior written consent.

17.7 **Amendments and Alterations.** The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by authorized representatives of both parties.

17.8 **Notice.** Notices required under the Agreement must be submitted in writing to the party's address for notice listed in the Agreement or Order and, in the case of a dispute, notices must also be sent to:

CenturyLink
Attn: Senior Assistant General Counsel, Commercial Law
5454 W. 110th Street
Overland Park KS 66211

- 17.9 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink, so long as the successor URL's do not alter the Agreement in any way.
- 17.11 Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.12 Entire Agreement.** This Agreement, including all referenced documents, annexes, Schedules, or exhibits, the related Orders and the parties' mutual nondisclosure agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

EXHIBIT 2 to ATTACHMENT B

For use with Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions"). This Annex is not applicable to Services governed by Tariffs on file with the FCC or state regulatory authorities.

CENTURYLINK STATE OF MISSOURI GOVERNMENT CUSTOMER ANNEX

This CenturyLink State of Missouri Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies the Standard Terms and Conditions. This Annex takes precedence over all other conflicting terms and conditions of the Agreement.

1. **Eligibility and Applicability.** This Annex is available to all State of Missouri governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines "governmental entities and agencies" as local entities and agencies that receive their primary funding support through the allocation of appropriated public funds by the State of Missouri and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity, including sovereign immunity.
3. **Nonappropriation.**
 - 3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. **Effect.** CenturyLink understands and agrees that funds required to fund the Agreement must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the Agreement period. The Agreement shall not be binding upon Customer for any period in which funds have not been appropriated, and Customer shall not be liable for any costs or fees of any kind associated with termination caused by lack of appropriations.
 - 3.3. **Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink's request, Customer will promptly provide supplemental documentation about the nonappropriation, if available.
 - 3.4. **Limitations.**
 - A. Customer will make a reasonable effort to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI").

6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Missouri, without regard to that State's conflict of laws principles.

EXHIBIT 3 to ATTACHMENT B
CENTURYLINK™ HOSTED VoIP SERVICES ANNEX

The following terms and conditions, together with the applicable CenturyLink cover agreement, (collectively, the "Agreement") will govern Customer's use of CenturyLink Hosted VoIP Services ("Services") and provision of the Services and required customer premise equipment by the applicable CenturyLink entity or entities listed in the Agreement. The applicable CenturyLink entity or entities are collectively referred to here as "CenturyLink."

1. **Services Description.** The Services include products and services that allow provide Customer with inbound and outbound communications using Voice over Internet Protocol signaling from a hosted IP Centrex platform that utilizes CenturyLink gateway equipment for call control and include, based on Customer's selection, the following: end user subscriber software licenses, custom calling services and Handsets.
2. **Licenses, Phone Numbers, Calling Area and Custom Calling Features.**
 - 2.1 **Description and Licenses.** The Services consist of inbound and outbound communications using Voice over Internet Protocol signaling from a hosted IP Centrex platform that utilizes CenturyLink gateway equipment for call control and specialized IP telephone Handsets described below. Custom calling features are the unique calling features available to Customer in addition to local calling services and long distance services, which are provided under a separate agreement. Together with the Handset(s), Customer must also execute a separate End User License Agreement providing Customer with specific license(s) to use the software associated with the Services and custom calling features. The number of licenses available to Customer is specified in the Agreement.
 - 2.2 **End User License Agreement.** To utilize the Services, Customer must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer declines, it will not be able to use the Services. All software license agreements are between Customer and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors.
 - 2.3 **Software Not Provided by or through CenturyLink.** Customer is responsible for any software not provided by CenturyLink's software vendors, including installation, operation, and maintenance. If any of Customer's software impairs the custom calling features, Services, customer premise equipment, or any CenturyLink product or service, CenturyLink may suspend or disconnect the custom calling features or the Services in its sole discretion, and Customer will immediately cure the problem upon notice from CenturyLink. Customer also will continue to pay CenturyLink for all of the Services during any such impairment or Service suspension. CenturyLink and CenturyLink's software vendors have no liability if changes in Services causes any of equipment or software Customer has provided to become obsolete, require alteration, or perform at lower levels.
 - 2.4 **Click to Dial Feature.**
 - A. **Description.** This feature permits Customer to input a phone number and initiate a phone call through a web management interface or toolbar application. This feature uses its normal service line to place click to dial calls, and can also use a different, remote phone line (for example, showing a call from a fixed location when traveling out of the office). The Click to Dial button appears in the applicable tool bar to show when the normal service line or remote Click to Dial feature is in use.

- B. Limitation. CUSTOMER SHOULD NOT USE THE REMOTE CLICK TO DIAL FEATURE FOR EMERGENCY OR 911 CALLS. EMERGENCY OR 911 CALLS SHOULD BE PLACED DIRECTLY FROM A PHONE NOT USING THE REMOTE CLICK TO DIAL FEATURE.** When using the remote Click to Dial feature, calls appear to the recipient as they were made from Customer's fixed location. This means the call will be directed to an emergency/911 operator who serves Customer's fixed location, not the location where the call is being made. The emergency/911 operator will be unaware that Customer is not in its fixed location and will dispatch support to that location, and not to the location from which the call is made.
3. **Customer Premise Equipment ("CPE").** CPE is required for the Services, and Customer must purchase the CPE from CenturyLink.
- 3.1 **Telephone Handsets.** Customer must purchase specific, Service-capable handsets ("Handsets") from CenturyLink. The Handsets include all required and associated power adapters, wiring, and interface materials. The Handsets and the associated equipment are provided subject to the Standard Terms and Conditions for Communication Services and the Equipment Sales Product Annex attached as Exhibit 4 to Attachment B of this Agreement.
- 3.2 **Billing.** CenturyLink will bill Customer via a separate line item on its first or second invoice for the nonrecurring charges associated with Customer's purchase of CPE or through a CPE payment plan addressed under a separate payment plan addendum.
4. **Access to the Internet.** Customer must have CenturyLink approved broadband access to the Internet in order to utilize the Services. CenturyLink may utilize Customer's existing, CenturyLink-provided Dedicated Internet Access for use as a part of the Services. Dedicated Internet Access provides Customer with access to the Internet through a connection into a router. Access is provided via ethernet, MPLS, or frame relay.
5. **Optional Services.**
- 5.1 **Long Distance Business Voice Services.**
- A. **Service Description.** Long distance business voice services are switched voice services from a certain point in the contiguous United States and another domestic location. International long distance may be added for additional monthly recurring and nonrecurring charges. Unlimited long distance plans are not available with the Services.
- B. **Provision of Long Distance Business Voice services.** CenturyLink provides long distance business voice services under a separate agreement and applicable Schedules, posted to http://about.centurylink.com/legal/rates_conditions.html.
6. **Customer Orders.** During the Agreement Term, CenturyLink will accept Customer-issued purchase orders or other Customer ordering document from Customer specifying the quantity and service/installation address for the Services. The Agreement controls over any Customer-issued purchase orders, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect, except quantity of Services ordered and service/installation address. After expiration of the Agreement Term, the Agreement will continue to apply to any unexpired Customer-issued purchase orders properly placed during the Agreement Term. Any Customer-issued purchase order must reference the Contract Number listed at the top of the Agreement.
7. **E911 Services.**
- 7.1 **Disclaimer of Warranty.** CenturyLink provides no warranty or representation with respect to the availability or functionality of emergency 9-1-1 services as a part of, provided through, or related

in any way to the Services (collectively, "E911 Services"). Customer agrees to provide notification to its employees and other users of these issues.

7.2 **Disclaimer of Liability.** CenturyLink will not be liable or responsible to Customer or any other third party, firm, or entity for any and all claims, causes of action, damages or losses, including direct, consequential, incidental, actual, punitive, or any other form of damages, in the event that calls placed via the E911 Services by a Customer or Trial participant fail to be completed to the appropriate Public Safety Answering Point ("PSAP") or otherwise fail to function as contemplated, due to any cause other than CenturyLink's gross negligence or willful misconduct that directly affects the E911 Services, including but not limited to: (A) Customer's or Customer's employee's failure to provide and update a location that accurately corresponds with Customer's or Customer's employee's actual physical location; (B) Customer's or Customer's employee's failure to properly operate the E911 Services, including but not limited to configuration of the customer premise equipment or any proxy; (C) an outage, degradation or other disruption of Customer's IP connection (including Customer's IP connection to CenturyLink or any CenturyLink-designated third party vendor), power at a Customer location, or Customer's or Customer's employee's broadband Internet connection; (D) Customer's failure to discharge any of its responsibilities specified herein and in the Federal Communications Commission's VoIP E911 Order, or in any applicable law, rule, or regulation; (E) a failure of the functioning of the facilities or services provided by any of CenturyLink's third party vendor, due to intentional or inadvertent error by the third party vendor or its agents; (F) any intentional or inadvertent error committed by the PSAP, its agents, or the public safety agencies it serves; and (G) any of the third party data used to route calls is incorrect or yields an erroneous result. NEITHER CENTURYLINK NOR ITS DIRECTORS, OFFICERS, OR EMPLOYEES, AFFILIATES, AGENTS, OR SUBCONTRACTORS MAY BE HELD LIABLE FOR ANY CLAIMS, DAMAGES, OR LOSSES. CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTIONS, ARISING FROM OR RELATING TO E911 SERVICES, EXCEPT FOR DAMAGES DIRECTLY CAUSED BY CENTURYLINK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT THAT DIRECTLY AFFECT THE E911 SERVICES.

8. **Indemnification.** Notwithstanding anything to the contrary contained herein, in the Standard Terms and Conditions, or in the Agreement, CenturyLink will not indemnify or defend Customer, or any of Customer's officers, directors, agents, or employees or their successors against claims alleging that Services infringe any third party patent, copyright or other intellectual property right or contain any misappropriated third party intellectual property rights.
9. **Early Termination Liability.** If Customer terminates any component of the Services before expiration of the applicable Order Term, CenturyLink will charge Customer early termination liability as described in the Standard Terms and Conditions for Communications Services and will charge Customer a prorated amount of the list price of any unpaid handsets or other CPE plus the full charges for any waived installation fee related to the Services and any related component.

EXHIBIT 4 to ATTACHMENT B
EQUIPMENT SALES PRODUCT ANNEX

This Equipment Sales Product Annex, together with the applicable cover agreement (collectively, the "Agreement"), will govern CenturyLink's provision and Customer's receipt of customer premises equipment and associated materials and labor ("Equipment"). When attached to the applicable cover agreement, this annex supersedes the version posted at http://about.centurylink.com/legal/rates_conditions.html. Customer's purchase and use of Cisco SMARTnet Services is governed under the Cisco Service and Support Solutions terms and conditions available at http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html and not by the terms and conditions of the CenturyLink Centurion Maintenance Service Annex.

1. **PRICE.** Customer will pay the total price invoiced as specified in the Order. If Customer changes any Equipment type or location, Customer will notify CenturyLink in writing of such change and CenturyLink may change the price listed on the Order to conform to Customer's specifications. CenturyLink will base any additional charges on time and material costs CenturyLink incurs. Prices for installation and other products and services not specified in the Order but requested by Customer or necessary to complete the Order will be provided at CenturyLink's standard time and materials rates or at prices that the parties' authorized representatives mutually agree upon in writing from time to time. Discounts applied to any individual Order will not apply to subsequent orders.
2. **PAYMENT TERMS.** For orders placed under this Annex, Customer's use of financing options does not extend payment terms.
3. **FAILURE TO PERFORM.**
 - 3.1. **Pre-Delivery.** If Customer repudiates, gives notice of cancellation, or otherwise breaches this Annex prior to delivery of the Equipment, Customer will pay CenturyLink as liquidated damages, and not as a penalty, 25% of the purchase price or CenturyLink's out of pocket costs incurred as a result of Customer's cancellation, whichever is greater.
 - 3.2. **Post-Delivery.** If Customer breaches this Annex after delivery of the Equipment, CenturyLink may, in addition to any other remedies available to CenturyLink: (a) declare all sums due and payable immediately; (b) discontinue discounts related to Equipment; (c) cease installation or delivery or disconnect and deactivate Equipment until amounts due are paid; or (d) retake possession of Equipment and retain all sums paid by Customer as a setoff against expenses incurred.
 - 3.3. **Drop Ship.** Purchases where CenturyLink will not be providing installation ("Drop Ship") may not be cancelled following order placement without prior written authorization of CenturyLink or assignment of a return authorization number ("Call Tag Number").
4. **RISK OF LOSS AND TITLE.**
 - 4.1. **Risk of Loss.** Customer assumes the risk of loss and damage to the Equipment from the date of its delivery to the designated ship to address.
 - 4.2. **Title.** Title to the Equipment will pass from CenturyLink to Customer when Customer fully pays the total amount invoiced for the Order, including but not limited to the Equipment price, freight, any applicable taxes, or interest due on past due amounts.
 - 4.3. **Security Interest.** Customer grants CenturyLink a purchase money security interest in the Equipment, together with all replacements, parts, additions, repairs and accessories incorporated in or affixed to the Equipment, and all proceeds of the sale of the Equipment, until all charges (including interest, if any) are paid in full. Customer will not pledge or otherwise encumber the Equipment until all such charges are paid in full. Customer will sign and deliver any documents

reasonably requested by CenturyLink for the purposes of perfecting the security interest created by this Annex. The parties agree that the Equipment will remain personal property, not a part of the land or building, regardless of the manner of installation.

5. DELIVERY, ACCEPTANCE, BILLING AND RETURN OF EQUIPMENT.

- 5.1. **Delivery Date.** All delivery dates are approximate. CenturyLink will use commercially reasonable efforts to deliver, or cause to be delivered, the Equipment by any reasonable delivery date specified in the Order.
- 5.2. **Acceptance and Billing.** For CenturyLink-installed Equipment, Customer will have 7 days after installation to notify CenturyLink in writing of any material deficiencies in the order. Otherwise, any Order under this Annex will be deemed accepted after the 7-day period, and CenturyLink may invoice Customer for the Order. If Customer timely rejects the Order, CenturyLink will take prompt action to cure the deficiencies within a reasonable period of time under the circumstances.
- 5.3. **Drop Ship Equipment.** If Customer fails to reject the Equipment within 15 days from the date of delivery, Customer will be conclusively presumed to have accepted the Equipment. Equipment may only be rejected for errors in order processing or for defects or deficiencies in the Equipment, and only after Customer has contacted CenturyLink and received a Call Tag Number with instructions on how to complete the return.
- 5.4. **Order Cancellation or Return of Equipment.** In CenturyLink's sole discretion, Equipment may be returned by Customer with prior approval and specific shipping instructions from CenturyLink, and must be in original manufacturer's boxes or packaging for CenturyLink to accept the return. In addition to all other applicable charges, Customer will pay CenturyLink a restock charge of 25% of the purchase price as liquidated damages, and not as a penalty, upon the return of Equipment if the return is due to a Customer ordering error or Customer's late cancellation of an order. Customer is responsible for any damage to the Equipment while in Customer's possession or during return shipment to CenturyLink.

6. CUSTOMER RESPONSIBILITIES.

- 6.1. **Preparation of Site.** At its own expense, Customer will prepare its site(s) to comply with Equipment manufacturer's or CenturyLink's installation and maintenance specifications. Customer warrants that its sites are free of asbestos (whether encapsulated or exposed) and other hazardous materials as defined by federal or state law. If this warranty cannot be made prior to placing an Order, CenturyLink may, in addition to any other legal or equitable remedies: (a) decline to make any equipment installations in areas known or suspected of containing hazardous materials; or (b) unilaterally make an adjustment to the purchase price to reflect any increased costs of performance because of known or suspected hazardous materials on the premises.
- 6.2. **Permits.** Customer will obtain necessary consents, approvals, licenses, and permits for installation of the Equipment on Customer's premises. Customer will provide access to CenturyLink during all hours consistent with the requirements of installation.
- 6.3. **RESERVED.**
- 6.4. **Electrical Wiring.** Customer acknowledges that foreign voltages and lightning effects on equipment can be significant during electrical storms. Accordingly, Customer is responsible, at its expense, for all ground wire connections to Customer's premises. Customer will also ensure availability of a separate electric source, circuits and power with suitable outlets. Customer is responsible for ensuring CenturyLink's access to concealed wiring and for the availability of proximately located AC power. Unless otherwise stated in the order, Customer will pay the cost of electricians or conduit if required.

- 6.5. **Physical Access to Facilities.** During the period of installation and throughout the warranty or maintenance period, Customer will provide necessary openings and ducts for cable and conductors in floors and walls, and floor plans and/or prints showing the location of the openings and ducts. The floor plan and/or prints will also show the locations and types of Equipment to be installed.
- 6.6. **Proper Use.** Customer will properly use Equipment and will not, nor will it permit or assist others to, use Equipment for any purpose other than its intended purpose, fail to maintain a suitable environment according to the manufacturer's specifications, or tamper with Equipment. If Customer fails to comply, Customer will release CenturyLink from its performance and liability obligations (including any warranty or indemnity obligations) to Customer under this Annex and Customer will pay CenturyLink all costs or damages CenturyLink incurs as a result of Customer's breach.
- 6.7. **Non-CenturyLink Equipment.** CUSTOMER IS SOLELY RESPONSIBLE FOR THE COMPATIBILITY AND NON-INFRINGEMENT USE OF ANY EQUIPMENT NOT ACQUIRED FROM CENTURYLINK THAT IS ADDED TO, OR OTHERWISE USED IN CONJUNCTION WITH CENTURYLINK-PROVIDED EQUIPMENT. CUSTOMER'S USE OR COMBINATION OF NON-COMPATIBLE OR INFRINGING EQUIPMENT WILL, AT CENTURYLINK'S OPTION, VOID ANY REMAINING WARRANTY AS TO ANY ITEM OF CENTURYLINK-PROVIDED EQUIPMENT THAT IS ADVERSELY AFFECTED.

7. WARRANTIES.

- 7.1. **CenturyLink Installed.** Unless otherwise noted in writing and explicitly accepted by CenturyLink for a particular Order, the warranty for Equipment installed by CenturyLink and any associated software is limited to the manufacturer's warranty, if any. CenturyLink will provide warranty service for installed Equipment at the installation location consistent with CenturyLink's customary equipment maintenance policies for Customer's location and type of equipment. Warranty service excludes replacement of lost or stolen parts, damage due to negligence, parts or items consumed under normal use, acts of God, or causes other than normal use, including modifications by Customer or maintenance performed by anyone not pre-approved in writing by CenturyLink.
- 7.2. **Drop Ship.** For Equipment not installed by CenturyLink, the warranty is limited to the manufacturer's warranty, if any. Customer must contact the Equipment manufacturer for any warranty repairs or replacement and bear the expense of shipping Equipment not installed by CenturyLink to the Equipment manufacturer for warranty repairs or replacement.

8. LIABILITY FOR IP EQUIPMENT.

- 8.1. **Network Performance Assessment ("NPA").** In addition to other limitations of liability set forth in the Agreement, Customer accepts full responsibility for the impact of adding IP Equipment to its network. IP technology is inherently vulnerable and due to multiple factors outside of CenturyLink's control, CenturyLink does not ensure continued network reliability. CenturyLink recommends an NPA to assess Customer's data network readiness before transition of voice and video services from a separate TDM network to a converged packet or IP network. An NPA is only valid at the point in time when the assessment is conducted and minor Customer changes to the network can result in significant impacts to Quality of Service or performance capabilities of the IP Equipment. An NPA does not guarantee performance of any applications running in Customer's LAN/WAN and CenturyLink is not responsible for any loss or delay in such applications. CenturyLink is not liable for impacts to Customer's network as it relates to the convergence of voice and data.
- 8.2. **Changes Following IP Evaluation or Assessment.** Changes in Customer network following an NPA or installation of IP Equipment may impact the existing network or application requirements.

Although analyzing the existing network helps identify hardware and software issues associated with the IP Equipment deployment, more CPU, memory, bandwidth or features may be needed to ensure Customer's system meets both IP Equipment and existing network requirements.

9. EQUIPMENT PROVIDED AS PART OF A BUNDLE.

- 9.1. Under certain Service configurations, CenturyLink furnishes Equipment to Customers without requiring payment in full at the time of acquisition. CenturyLink applies a fixed portion of Customer's monthly recurring charges, shown as a single amount for the bundle of Service and Equipment, toward the purchase price of the Equipment.
- 9.2. If Customer receives Equipment as part of a bundled Service (as specified in the applicable Agreement or Order), the following additional terms apply:
 - A. Section 4.2 of this Annex will read: "Title to the Equipment will pass to Customer upon installation and acceptance."
 - B. If Customer terminates Services provided under the Agreement before the end of the Term, CenturyLink will collect any amounts still owed for the Equipment under the general termination liability provisions of the Agreement.

10. EQUIPMENT PROVIDED AT NO COST.

- 10.1. Under certain promotions, CenturyLink furnishes Equipment to Customers at no cost in exchange for certain commitments on term and type of Service associated with the Equipment.
- 10.2. If Customer receives Equipment at no cost (as specified in the applicable Agreement or Order), the following additional terms apply:
 - A. Section 4.2 of this Annex will read: "Title to the Equipment will pass to Customer upon installation and acceptance."
 - B. If Customer terminates Services provided under the Agreement before the end of the Term, CenturyLink may charge Customer a pro-rata installation fee (based on CenturyLink's time and materials costs as of the installation date) and a pro-rata equipment purchase fee based on CenturyLink's list price for the Equipment at the time of installation in addition to any other termination liability assessed under the Agreement.

Search Results

Current Search Terms: centurylink* Sales* solutions* Inc.*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.794.20130318-2349

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.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of June 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction. It is further ordered the Presiding Commissioner is hereby authorized to sign the Request for Disposal forms.

Done this 25th day of June, 2013

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
Karen M. Miller

District I Commissioner

Janet M. Thompson
Janet M. Thompson

District II Commissioner

Boone County Purchasing
David Eagle
Office Specialist



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

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: June 17, 2013

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

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	6664	FOUR DRAWER FILE CABINET		PUBLIC ADMINISTRATOR	FAIR	
2.	6998	FOUR DRAWER FILE CABINET		PUBLIC ADMINISTRATOR	FAIR	
3.	NO TAG	FIVE DRAWER FILE CABINET		PUBLIC ADMINISTRATOR	FAIR	
4.	NO TAG	FIVE DRAWER FILE CABINET		PUBLIC ADMINISTRATOR	FAIR	
5.	8476	FIVE DRAWER FILE CABINET		PUBLIC ADMINISTRATOR	FAIR	
6.	10678	FIVE DRAWER FILE CABINET		PUBLIC ADMINISTRATOR	FAIR	
7.	NO TAG	35 MM CAMERA	CANON	SHERIFF	OLD	429095
8.	NO TAG	PLASTIC BACK SEAT FROM A FORD CROWN VICTORIA		SHERIFF	PARTS MISSING	
9.	NO TAG	WATER COOLER		PUBLIC ADMINISTRATOR	OLD	
10.	NO TAG	5 BOXES OF MISC. OFFICE SUPPLIES		SHERIFF	GOOD	

11.	4158	OFFICE CHAIR		SHERIFF	BAD	PLEASE REMOVE FROM INVENTORY
12.	4159	OFFICE CHAIR		SHERIFF	BAD	PLEASE REMOVE FROM INVENTORY
13.	9290	OFFICE CHAIR		SHERIFF	BAD	PLEASE REMOVE FROM INVENTORY
14.	9382	OFFICE CHAIR		SHERIFF	GOOD	
15.	NO TAG	TRAFFIC COUNTER FOR GRAVEL ROADS	ROAD RUNNER	RESOURCE MANAGEMENT	DOESN'T WORK	
16.	14399	TRAFFIC COUNTER FOR ASPHALT ROADS		RESOURCE MANAGEMENT	DOESN'T WORK	
17.	16541	TRAFFIC COUNTER FOR ASPHALT ROADS		RESOURCE MANAGEMENT	DOESN'T WORK	
18.	12751	LARGE CABINET FOR OLD FINGERPRINT MACHINE		SHERIFF	OLD	
19.	NO TAG	MISC. OFFICE SUPPLIES		HUMAN RESOURCES	GOOD	
20.	6682	2-WAY HANDHELD RADIO WITH CHRGER AND EXTRA BATTERY	MOTOROLA	PUBLIC WORKS	POOR	
21.	6688	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
22.	6705	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	

23.	6687	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
24.	6698	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
25.	6703	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
26.	6708	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
27.	10822	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
28.	6693	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
29.	6717	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
30.	6686	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
31.	6724	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
32.	6712	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
33.	6713	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
34.	NO TAG	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	

35.	6725	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
36.	6694	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
38.	6901	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
40.	NO TAG	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
41.	8020	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
42.	6692	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
43.	10684	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
44.	6709	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
45.	6711	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
46.	6714	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
47.	6704	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
48.	6710	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	

49.	6721	2-WAY RADIO	MOTOROLA	PUBLIC WORKS	FAIR	
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cc: Caryn Ginter, Auditor
Surplus File

BOONE COUNTY

RECEIVED

APR - 9 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: 4/9/13 FIXED ASSET TAG NUMBER: 06664
 DESCRIPTION: 4 draw file cabinet
 REQUESTED MEANS OF DISPOSAL: Take out of office

OTHER INFORMATION:
 CONDITION OF ASSET: used - fair
 REASON FOR DISPOSITION: do not need

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: 4/12/13

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

DEPARTMENT: Public Admin. ¹²⁰⁰ SIGNATURE: Cathy D. Richards

AUDITOR

ORIGINAL PURCHASE DATE 8/20/1990 RECEIPT INTO 1190-3835
 ORIGINAL COST 375.00 GRANT FUNDED (Y/N) N
 ORIGINAL FUNDING SOURCE 2731 GRANT NAME _____
 ASSET GROUP 1602 % FUNDING _____
 AGENCY _____
 DOCUMENTATION ATTACHED (Y/N) _____
 TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:
 _____ TRANSFER DEPARTMENT NAME _____ NUMBER _____
 LOCATION WITHIN DEPARTMENT _____
 INDIVIDUAL _____
 _____ TRADE _____ AUCTION _____ SEALED BIDS
 _____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013
 DATE APPROVED 6-25-13
 SIGNATURE [Signature]

BOONE COUNTY

RECEIVED

MAR 26 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: 3/25/13 FIXED ASSET TAG NUMBER: 06908
 DESCRIPTION: 4 draw file cabinet
 REQUESTED MEANS OF DISPOSAL: removal from office

OTHER INFORMATION:

CONDITION OF ASSET: well used
 REASON FOR DISPOSITION: New file cabinets

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: 4/2/13

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

DEPARTMENT: Public Admin ¹²⁰⁰ SIGNATURE: Cathy D Richards

AUDITOR

ORIGINAL PURCHASE DATE 3/4/1991 RECEIPT INTO 1190-3835
 ORIGINAL COST 355.00 GRANT FUNDED (Y/N) N
 ORIGINAL FUNDING SOURCE 2731 GRANT NAME _____
 ASSET GROUP 1602 % FUNDING _____
 AGENCY _____
 DOCUMENTATION ATTACHED (Y/N) _____
 TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____
 LOCATION WITHIN DEPARTMENT _____
 INDIVIDUAL _____
 ____ TRADE ____ AUCTION ____ SEALED BIDS
 ____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE [Signature]

BOONE COUNTY

RECEIVED

MAR 26 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: 3/25/13

FIXED ASSET TAG NUMBER:

could not locate tag

DESCRIPTION:

5 draw file cabinet

REQUESTED MEANS OF DISPOSAL:

removal from office

OTHER INFORMATION:

CONDITION OF ASSET:

well used

REASON FOR DISPOSITION:

new file cabinets

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:

4/8/13

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT:

Public Admin

SIGNATURE

Cathy D. Richards

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

ASSET GROUP _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

MAR 26 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: 3/25/13 FIXED ASSET TAG NUMBER: Could not locate tag

DESCRIPTION: 5 draw file cabinet

REQUESTED MEANS OF DISPOSAL: Removal from office

OTHER INFORMATION:

CONDITION OF ASSET: well used

REASON FOR DISPOSITION: new file cabinets

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: 4/2/13

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

DEPARTMENT: Public Admin ¹²⁶² SIGNATURE: Cathy D Richards

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 1190-3835
ORIGINAL COST _____ GRANT FUNDED (Y/N) N
ORIGINAL FUNDING SOURCE _____ GRANT NAME _____
ASSET GROUP _____ % FUNDING _____
AGENCY _____
DOCUMENTATION ATTACHED (Y/N) _____
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE [Signature]

BOONE COUNTY

RECEIVED

MAR 26 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: 3/25/13 FIXED ASSET TAG NUMBER: 08476

DESCRIPTION: 5 draw file cabinet

REQUESTED MEANS OF DISPOSAL: removal from office

OTHER INFORMATION:

CONDITION OF ASSET: Well used

REASON FOR DISPOSITION: New file cabinets

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: 4/8/13

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: Public Adm. ¹²⁰⁰ SIGNATURE: Cathy D. Richards

--

AUDITOR

ORIGINAL PURCHASE DATE <u>1/13/1992</u>	RECEIPT INTO <u>1190-3835</u>
ORIGINAL COST <u>445.15</u>	GRANT FUNDED (Y/N) <u>N</u>
ORIGINAL FUNDING SOURCE <u>2782</u>	GRANT NAME _____
	% FUNDING _____
	AGENCY _____
ASSET GROUP <u>1602</u>	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 281-2013

DATE APPROVED 6-25-13

SIGNATURE [Signature]

BOONE COUNTY

RECEIVED

MAR 26 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: 3/25/13 FIXED ASSET TAG NUMBER: 10678

DESCRIPTION: 5 draw file cabinet

REQUESTED MEANS OF DISPOSAL: removal from office

OTHER INFORMATION:

CONDITION OF ASSET: well used

REASON FOR DISPOSITION: New ones

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: 4/2/13

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

DEPARTMENT: Public Admin¹²⁰⁰ SIGNATURE: Cathy D Richards

AUDITOR

ORIGINAL PURCHASE DATE	<u>10/10/1996</u>	RECEIPT INTO	<u>1190-3835</u>
ORIGINAL COST	<u>389.50</u>	GRANT FUNDED (Y/N)	<u>N</u>
ORIGINAL FUNDING SOURCE	<u>2731</u>	GRANT NAME	_____
		% FUNDING	_____
		AGENCY	_____
ASSET GROUP	<u>1602</u>	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 281-2013

DATE APPROVED 6-25-13

SIGNATURE [Signature]

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAY 1 2013

DATE : 3-21-13

FIXED ASSET TAG NUMBER: none

BOONE COUNTY AUDITOR

DESCRIPTION: 35 mm Canon camera, s/n 0429095

REQUESTED MEANS OF DISPOSAL: any

OTHER INFORMATION: n/a

CONDITION OF ASSET: old

REASON FOR DISPOSITION: no longer use 35 mm

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: 3-21-13

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 _____

RECEIPT INTO 1190-3835

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 _____

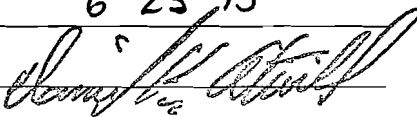
____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE



BOONE COUNTY

RECEIVED

MAR 27 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : 3-27-13

FIXED ASSET TAG NUMBER: none

DESCRIPTION: Plastic back seat from a Ford Crown Vic

REQUESTED MEANS OF DISPOSAL: anything

OTHER INFORMATION: n/a

CONDITION OF ASSET: parts missing

REASON FOR DISPOSITION: no longer need

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)

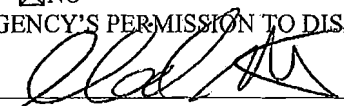
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 3-27-13

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: Sheriff 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

ASSET GROUP _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

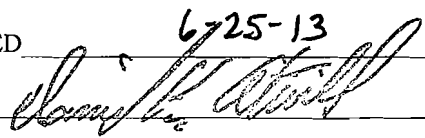
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

APR - 9 2013

BOONE COUNTY AUDITOR

DATE: 4/9/13 FIXED ASSET TAG NUMBER: N/A

DESCRIPTION: Water Cooler

REQUESTED MEANS OF DISPOSAL: Take out of office

OTHER INFORMATION:

CONDITION OF ASSET: Old

REASON FOR DISPOSITION: Do NOT USE

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: 4/12/13

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

DEPARTMENT: Public Admin SIGNATURE Cathy D Richards

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 1190-3835

ORIGINAL COST _____ GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____ GRANT NAME _____

ASSET GROUP _____ % FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL//TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE : 4/11/13

FIXED ASSET TAG NUMBER: none

APR 11 2013

DESCRIPTION: 5 boxes of miscellaneous office supplies

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell on GovDeals

OTHER INFORMATION:

CONDITION OF ASSET: Some new, some used

REASON FOR DISPOSITION: No longer needed

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: Bob or Joseph will bring it down

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

DEPARTMENT: Sheriff

SIGNATURE

Kari Baily

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

ASSET GROUP _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 4-9-13

FIXED ASSET TAG NUMBER: 04158

DESCRIPTION: Office chair

RECEIVED

APR - 9 2013

REQUESTED MEANS OF DISPOSAL: any

OTHER INFORMATION: old

BOONE COUNTY AUDITOR

CONDITION OF ASSET: bad

REASON FOR DISPOSITION: bad

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)

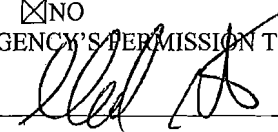
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 4-9-13

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

DEPARTMENT: Sheriff

1255

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 3/21/1984

RECEIPT INTO 1190-3835

ORIGINAL COST 104.35

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1602

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

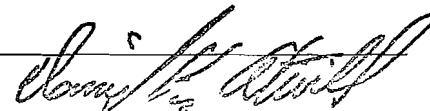
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 4-9-13

FIXED ASSET TAG NUMBER: 04159

RECEIVED

DESCRIPTION: Office chair

APR - 9 2013

REQUESTED MEANS OF DISPOSAL: any

BOONE COUNTY AUDITOR

OTHER INFORMATION: old

CONDITION OF ASSET: bad

REASON FOR DISPOSITION: bad

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: 4-9-13

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

DEPARTMENT: Sheriff 1255

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 3/21/1984

RECEIPT INTO 1190-3835

ORIGINAL COST 104.35

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1402

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 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 4-9-13

FIXED ASSET TAG NUMBER: 09290

RECEIVED

DESCRIPTION: Office chair

APR - 9 2013

REQUESTED MEANS OF DISPOSAL: any

BOONE COUNTY AUDITOR

OTHER INFORMATION: old

CONDITION OF ASSET: bad

REASON FOR DISPOSITION: bad

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: 4-9-13

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

DEPARTMENT: Sheriff 1132

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 4/13/1995

RECEIPT INTO 1190-3835

ORIGINAL COST 129.95

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1602

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 4-9-13

FIXED ASSET TAG NUMBER: 09382

RECEIVED

DESCRIPTION: Office chair

APR - 9 2013

REQUESTED MEANS OF DISPOSAL: any

BOONE COUNTY AUDITOR

OTHER INFORMATION: old

CONDITION OF ASSET: bad

REASON FOR DISPOSITION: bad

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)

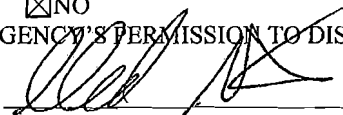
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 4-9-13

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

DEPARTMENT: Sheriff

1255

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 5/11/1995

RECEIPT INTO 2010-3835

ORIGINAL COST 338.29

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2743

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1602

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE : 4/8/2013

FIXED ASSET TAG NUMBER: Not able to locate *NONE*

APR - 8 2013

DESCRIPTION: Road Runner traffic counter for gravel roads

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Dispose

OTHER INFORMATION:

CONDITION OF ASSET: Does not work

REASON FOR DISPOSITION: Does not work

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

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: *2045*

SIGNATURE *[Signature]*

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO *2045-3835*

ORIGINAL COST _____

GRANT FUNDED (Y/N) *N*

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

ASSET GROUP _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

EXPLAIN _____

COMMISSION ORDER NUMBER *281-2013*

DATE APPROVED *6-25-13*

SIGNATURE *[Signature]*

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY 2013

DATE : 4/5/2013

FIXED ASSET TAG NUMBER: 14399

BOONE COUNTY AUDITOR

DESCRIPTION: Traffic counter for asphalt road

REQUESTED MEANS OF DISPOSAL: dispose

OTHER INFORMATION:

CONDITION OF ASSET: Does not work

REASON FOR DISPOSITION: Does not work

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

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

DEPARTMENT: 2045

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 2/24/2004

RECEIPT INTO 2045-3835

ORIGINAL COST 1,308.25

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

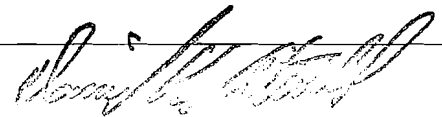
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY ^{APR 5 2013}

DATE : 4/5/2013

FIXED ASSET TAG NUMBER: 16541

BOONE COUNTY AUDITOR

DESCRIPTION: Traffic counter for asphalt road

REQUESTED MEANS OF DISPOSAL: dispose

OTHER INFORMATION:

CONDITION OF ASSET: Does not work

REASON FOR DISPOSITION: Does not work

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

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

DEPARTMENT: 2045

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 4/25/2008

RECEIPT INTO 2045 - 3835

ORIGINAL COST 1,347.50

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE: 3-21-13

FIXED ASSET TAG NUMBER: 12751

MAR 21 2013

DESCRIPTION: PC and large cabinet for old fingerprint machine

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: any

OTHER INFORMATION: old

CONDITION OF ASSET: non-functional, outdated

REASON FOR DISPOSITION: replaced with new equipment

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: 3-21-13

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

DEPARTMENT: Sheriff 1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 12/27/2000

RECEIPT INTO 1190-3835

ORIGINAL COST 53,850.00

GRANT FUNDED (Y/N) Y

ORIGINAL FUNDING SOURCE 2744

GRANT NAME Edward Byrne Memorial Justice Ass't.

% FUNDING 100%

ASSET GROUP 1603

AGENCY U.S. Dept of Justice

DOCUMENTATION ATTACHED (Y/N) Y

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 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

Hi Captain Martin,

This email is being sent in reply to your questions regarding the disposition of equipment and determining the fair market value of equipment purchased with grant funds.

DISPOSITION. When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) 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 awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

In order to determine how you will dispose of the equipment, you must first learn what the value would be for similar equipment used for the same or similar purposes to determine which regulation above (#1 or #2) applies to your situation. However, we do not involve ourselves with how an agency determines the fair market value of equipment.

But, I can offer my suggestions:

- Conduct a market research via the internet to determine if a market exist for similar equipment used for the same or similar purpose
- Conduct research to ascertain the price for similar equipment used for the same or similar purpose.

If you have any additional questions, please do not hesitate to contact me.

Veronica Munson, MS
State Policy Advisor/Grant Program Manager
U.S. Department of Justice,
Office of Justice Programs

810 7th Street, NW
Washington, DC 20531
Washington, DC 20531
Office: (202) 514-7710
Fax: (202) 305-2542
Email: veronica.munson@usdoj.gov

-----Original Message-----

From: Chad Martin [cmartin@boonecountymmo.org]
Sent: Saturday, March 16, 2013 2:36 PM
To: Munson, Veronica
Subject: Disposal of asset from older JAG

Veronica,

We have two computer items that were purchased in the year 2000 with Edward Byrne Memorial Justice Assistance Funds. We need to dispose them. One was \$10,050.00 for a touch screen and PC that controlled jail doors. The other was a system of items with a combined total of \$53,850.00 to take arrestee fingerprints. Both of these systems have long since been replaced with more modern technology.

I know these grant periods have ended and you are not my account manager for them, however you are for others and I have no clue where else to turn for this question, I'm hoping you can provide me an answer or guidance.

Upon consulting the most current version of the financial guide I found the section that relates to this sort of property disposal. However, what I'm not clear on is how I am supposed to determine "current per-unit fair market value". A portion of the purchase of both of the aforementioned items was for software which has been removed and has no value. The hardware itself is so outdated it can't be worth much more than the scrap metal value of the housings. I was unable to find any guidance in the financial guide to tell me what constitutes proof of current per-unit fair market value in this situation.

I am confident the value is way less than \$5,000 per unit. Our local procedure for disposing of computer equipment is to send it to recycling. We do not sell used PC's any longer so there would be no sale proceeds to return to the funding agency anyhow.

Our Auditor's Office is requiring something from the funding agency stating they have released the right to this property and that we may dispose of it as we see fit. How do I go about obtaining that OR how do I determine current per-unit fair market value in the eyes of the federal government so I can follow the financial guide for an under \$5,000 item disposal? If I can get guidance on the latter they will accept this for disposal with no further documentation from the funding agency.

Thanks,
Capt. Chad Martin

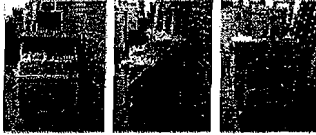


Searches | FAQ | Contact Us | About Us
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March 21, 20

Like 0

Finger Print Live Scan Machine



Make/Brand	Model	VIN/Serial	Condition	Category	Inventory ID
Identix	TP-3800 XCH	4504-00291	See Description	Metal, Scrap	10491

Auction Closed
 High Bidder: W*****D
 Sold Amount: **\$36.08**
 Total Price: **\$36.08**
[View Bid History](#)
[Terms and Conditions](#)

303 visitors

1-Identix Finger Print Live Scan w/ cabinet, not in working condition, problem is unknown, approx: 25x29x44, used by the Sheriff's Dept, being sold for scrap metal only, "as is, where is"

» Seller Information



Seller Name: Blount County Government, TN
Asset Location: 385 Court Street
 Maryville, Tennessee 37804-5906
[Map to this location](#)

Removal

All removal/loading of this item is the sole responsibility of the buyer.

Special Instructions

Inspection: Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact Susan Bullen, Buyer, (865) 273-5740 office – (865) 273-5746 fax or e-mail: sbullen@blounttn.org to schedule an inspection.

Payment in full is due not later than 5 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are: U. S. Currency, Certified Cashiers Check, Money Order, or a Company Check (with Bank Letter guaranteeing funds – mandatory)

Checks shall be made payable to: Blount County Government.

Removal: All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Property may be removed between the hours of 9:00a.m. and 3:00p.m., Monday through Friday, excluding legal holidays. For additional information, please contact Susan Bullen, Buyer, (865) 273-5740 office – (865) 273-5746 fax or e-mail: sbullen@blounttn.org to schedule an inspection. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

? Questions and Answers

There are currently no questions posted for this asset.

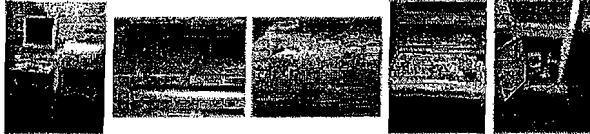


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- [View Auctions](#)

March 21, 20

Like 0

Livescan Fingerprint Machine



[More media](#)

Condition	Category
See Description	Computers, Parts and Supplies

Auction Closed

High Bidder: S*****0

Sold Amount: **\$55.00**

Buyer's Premium (5.00%): **\$2.75**

Total Price: **\$57.75**

[View Bid History](#)

[Terms and Conditions](#)

151 visitors

For sale is 1 Livescan Fingerprint machine. Model # LSS 3000. The hard drive of this machine has been removed. The condition is unknown.

» Seller Information

Seller Name: Burlington, NC [\[view seller's other assets\]](#)

Asset Contact: [Hal Hayes](#) (Phone: 336-222-5016)

Asset Location: 267 W Front St
Burlington, North Carolina 27215-3728
[Map to this location](#)

Q Inspection

Inspections are by appointment only. Please see the contact below to schedule an inspection or for any questions.

\$ Payment



Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express, Discover) only. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, Wire Transfer must be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

PAYMENT MUST BE MADE ONLINE-- To make online payment, Log into your GovDeals account and select "My Bids". Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Payment Methods are listed above.

Ⓜ Removal

Removal is by Appointment Only and all items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate. Appointments must be made at least 24 hours in advance.

Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for all loading and removal of any and all property awarded to them. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate. Vehicle Titles will be issued at the time of removal.



[Searches](#)

[FAQ](#)

[Contact Us](#)

[About Us](#)



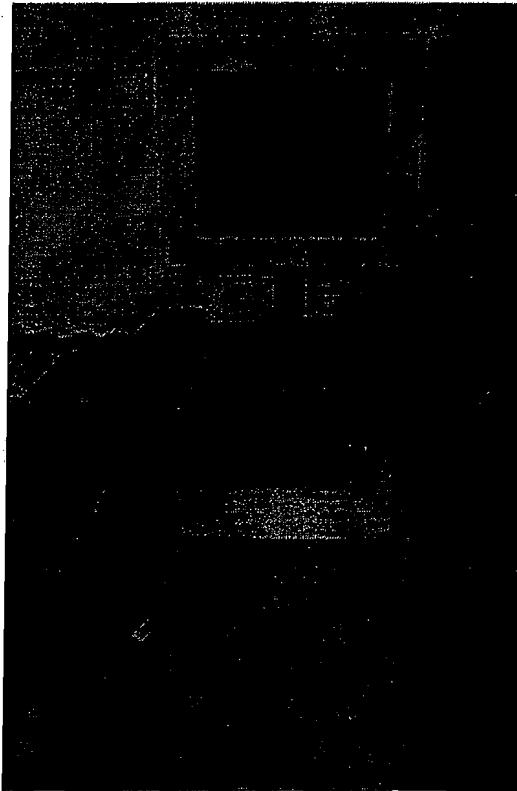
March 21, 20

0

AFIS/Livescan Machine

Make/Brand	Model	Condition	
AFIS	Livescan	See Description	Fire and

AFIS/Livescan machine from the Narragansett Police Department. The fingerprint reader are not included with this machine. This unit is n



Closed
 Bidder: d*****4
 Amount: \$6.00
 (0.00%): \$0.30
 Price: \$6.30
[History](#)
[Conditions](#)

tors

» Seller Information

Seller Name: Narragansett, RI

Asset Contact: [Susan Gallagher](#) (Phone: 401-782-0

Asset Location: 25 5th Ave
 Narragansett, Rhode Island 02882-1
[Map to this location](#)

AFIS/Livescan Machine

Q Inspection

For questions on this item, please e-mail Tony Rotelli at trotelli@narragansettri.gov.

\$ Payment



Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express, Discover) only. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, Wire Transfer must be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

🚚 Removal

Winning bidder must pick up item at the Narragansett Police Department, 40 Caswell St, Narragansett, RI.

💡 Special Instructions

Guaranty Waiver. All property is offered for sale "AS IS, WHERE IS." Narragansett, RI (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property. Please note that upon removal of the property, all sales are final.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 4/1/13

FIXED ASSET TAG NUMBER: n/a

7-2-2013

DESCRIPTION: Canon CP1213D Adding Machine

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

CONDITION OF ASSET: great

REASON FOR DISPOSITION: not used

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:

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

DEPARTMENT: 1115

SIGNATURE

Kara Courtney

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO

1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N)

N

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

ASSET GROUP _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED

6-25-13

SIGNATURE

[Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

JUN - 2 2013

DATE : 4/1/13

FIXED ASSET TAG NUMBER: n/a

DESCRIPTION: Misc. office supplies (liquid white out, adding machine paper, binders, desktop organizers)

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

CONDITION OF ASSET: most items in new or like new condition (binders vary)

REASON FOR DISPOSITION: not used

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:

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 1115

SIGNATURE

Kara Coustey

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO

1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) *N*

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

ASSET GROUP _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

EXPLAIN _____

COMMISSION ORDER NUMBER *281-2013*

DATE APPROVED

6-25-13

SIGNATURE

[Signature]

BOONE COUNTY

RECEIVED

6/22/2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : 04/22/2013

FIXED ASSET TAG NUMBER: 6682

DESCRIPTION: Motorola 2-Way Radio Handheld with Charger and extra battery

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: H43RFU7120BN Serial Number: 792FQJ4601

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 655.49

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

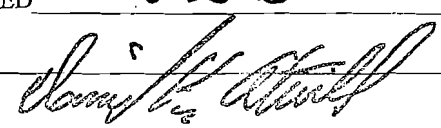
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

RECEIVED

MAR 22 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: 04/22/2013

FIXED ASSET TAG NUMBER: 6688

DESCRIPTION: Motorola 2-Way Radio

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: D43LRA77A5BK Serial Number: 778FQJ6596

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,242.66

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

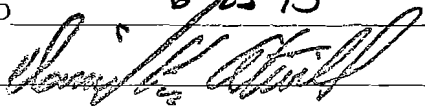
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

RECEIVED

APR 22 2013

BOONE COUNTY

BOONE COUNTY AUDITOR

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 04/22/2013

FIXED ASSET TAG NUMBER: 6705

DESCRIPTION: Motorola 2-Way Radio

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQG2673

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

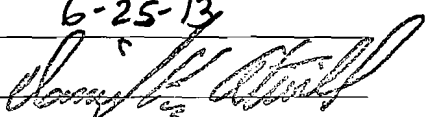
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/15/2012

FIXED ASSET TAG NUMBER: 6687

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA77A5BK Serial Number: 778FQJ6598

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,102.33

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6698

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQG2674

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

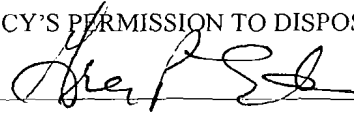
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/15/2012

FIXED ASSET TAG NUMBER: 6708

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQG2665

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

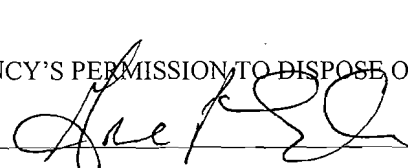
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

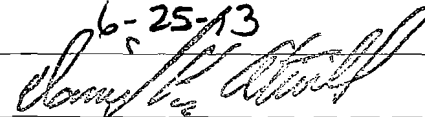
INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/15/2012

FIXED ASSET TAG NUMBER: 10822

DESCRIPTION: Motorola 2-Way Radio

RECEIVED

MAR 16 2012

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: D43MJA77A3CK Serial Number: 428TWC3913

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 12/19/1996

RECEIPT INTO 2040-3835

ORIGINAL COST 1,032.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

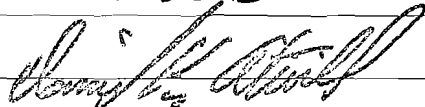
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/15/2012

FIXED ASSET TAG NUMBER: 6693

DESCRIPTION: Motorola 2-Way Radio

RECEIVED

MAR 16 2012

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQG2669

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

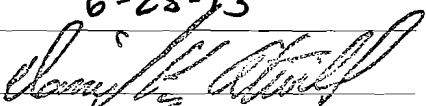
INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/15/2012

FIXED ASSET TAG NUMBER: 6717

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQJ6600

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 6-281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/15/2012

FIXED ASSET TAG NUMBER: 6686

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: D43LRA77A5BK Serial Number: 778FQJ6593

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,102.33

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/15/2012

FIXED ASSET TAG NUMBER: 6724

DESCRIPTION: Motorola 2-Way Radio

RECEIVED

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQG2680

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

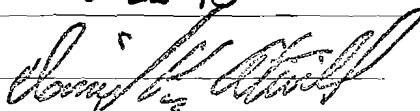
TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6712

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQJ6599

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

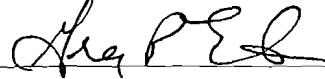
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 746.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6713

MAR 16 2012

DESCRIPTION: Motorola 2-Way Radio

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQJ6614

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

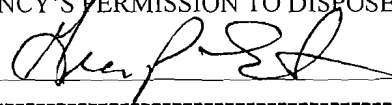
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 746.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____


INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: No Tag

DESCRIPTION: Motorola 2-Way Radio

RECEIVED

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43MJA77A3CK Serial Number: 428TVY2159

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 2040-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) 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 _____

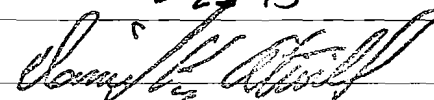
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/09/2012

FIXED ASSET TAG NUMBER: 6725

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQG2677

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6694

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQG2675

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

Previously removed from inventory 9/21/10

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____
% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6901

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQL5579

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

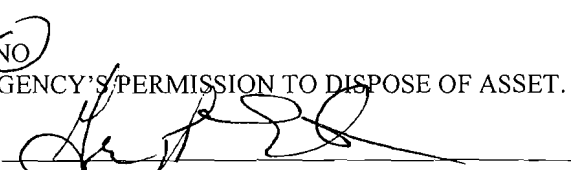
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO _____
ORIGINAL COST _____ GRANT FUNDED (Y/N) _____
ORIGINAL FUNDING SOURCE _____ GRANT NAME _____
% FUNDING _____
AGENCY _____
DOCUMENTATION ATTACHED (Y/N) _____
ASSET GROUP _____ TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____
LOCATION WITHIN DEPARTMENT _____
INDIVIDUAL _____
____ TRADE _____ AUCTION _____ SEALED BIDS
____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: No Tag

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43MJA77A3CK Serial Number: 428TWQ4239

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 2040-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____

7 GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

ASSET GROUP _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 8020

DESCRIPTION: Motorola 2-Way Radio

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: M43GMC29CAA Serial Number: 159TTY4521

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 2/28/1994

RECEIPT INTO 2040-3835

ORIGINAL COST 1,100.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

RECEIVED

MAR 16 2012

BOONE COUNTY AUDITOR

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6692

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQJ6595

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

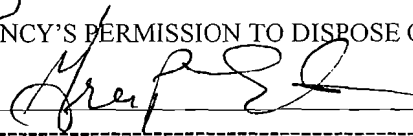
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 10684

DESCRIPTION: Motorola 2-Way Radio

RECEIVED

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43MJA77A3CK Serial Number: 428TWC3792

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 6/12/1996

RECEIPT INTO 2040-3835

ORIGINAL COST 1,144.00

GRANT FUNDED (Y/N) N

GRANT NAME Previously removed from inventory 10/4/2010

ORIGINAL FUNDING SOURCE 2741

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6709

DESCRIPTION: Motorola 2-Way Radio

RECEIVED

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D42LRA73A5BK Serial Number: 778FQG2671

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

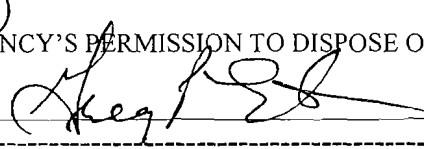
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6711

DESCRIPTION: Motorola 2-Way Radio

RECEIVED

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D42LRA73A5BK Serial Number: 778FQJ6603

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6714

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQJ6605

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 746.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6704

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQJ6611

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6710

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQJ6607

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/09/2012

FIXED ASSET TAG NUMBER: 6721

RECEIVED

DESCRIPTION: Motorola 2-Way Radio

MAR 16 2012

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model Number: D43LRA73A5BK Serial Number: 778FQJ6606

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Replaced with Narrowband compliant radio.

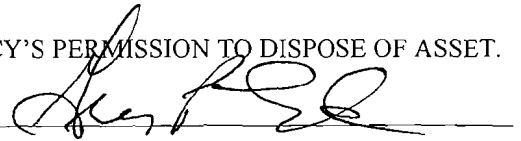
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/6/1990

RECEIPT INTO 2040-3835

ORIGINAL COST 1,055.32

GRANT FUNDED (Y/N) N
GRANT NAME _____

ORIGINAL FUNDING SOURCE 2741

% FUNDING _____
AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

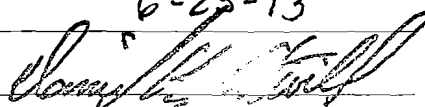
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 281-2013

DATE APPROVED 6-25-13

SIGNATURE 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of June 20 13

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

Now on this day the County Commission of the County of Boone, as required by statute, does hereby spread upon the records of the Boone County Commission the transmittal of the Conley Road Transportation Development District (the "District") Official Election Results relating to an increase of the TDD Sales Tax as certified by the Circuit Clerk.

Done this 25th day of June, 2013

ATTEST:

Wendy S. Noren
Wendy S. Noren *mg*
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

VAN MATRE, HARRISON, HOLLIS, TAYLOR, AND BACON, P.C.

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
1103 EAST BROADWAY
POST OFFICE BOX 1017
COLUMBIA, MISSOURI 65201

CRAIG A. VAN MATRE
THOMAS M. HARRISON
ROBERT N. HOLLIS
GARRETT S. TAYLOR
BRYAN C. BACON*
CASEY E. ELLIOTT

(573) 874-7777
TELECOPIER (573) 875-0017
E-MAIL robert@vanmatre.com

RECEIVED
JUN 17 2013
BOONE COUNTY CLERK

EVERETT S. VAN MATRE
(1922-1998)
*ADMITTED IN MISSOURI AND ILLINOIS

June 13, 2013

Wendy Noren
Clerk Boone County Commission
Boone County Government Bldg.
801 E. Walnut Street
Columbia, MO 65201
Via US Mail

Re: The Conley Road Transportation Development District (the "District") /
Official Election Results Relating to Increase of TDD Sales Tax

Dear Wendy,

Pursuant to Sections 238.216 and 238.235 of the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the "Act"), the Board of Directors of the Conley Road Transportation Development District caused an election to be held among the owners of all real property located within the boundaries of the District regarding an increase of the sales tax within the district. I have enclosed copies of the applicable board resolutions for your records.

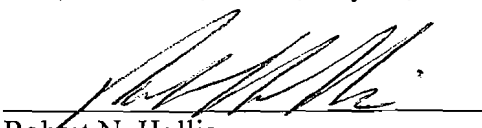
I also enclosed a certified copy of the results of the property owner election, which was filed and entered upon the records of the Boone County Circuit Court on June 12, 2013. Pursuant to Section 238.216(6) of the Act, we ask that you file this certified copy of the results and cause it to be spread upon the records of the Boone County Commission.

Thank you for your attention to this matter. If you have any questions, please let me know.

Sincerely,

Van Matre, Harrison, Hollis, Taylor, and Bacon, P.C.

By:


Robert N. Hollis

RNH/jae
Enclosures

Call 3443

RECEIVED

IN THE CIRCUIT COURT OF THE COUNTY OF BOONE
STATE OF MISSOURI
BOONE COUNTY CLERK

JUN 12 2013

FILED
BOONE COUNTY
JUN 12 2013
CHRISTY BLAKEMORE
CLERK CIRCUIT COURT, COLUMBIA, MO

IN RE:)
The formation of the Conley Road)
Transportation Development District)
)
BROADWAY CROSSINGS, L.L.C., et al.,)
)
Petitioners)
)
vs.)
)
MISSOURI HIGHWAYS AND)
TRANSPORTATION COMMISSION, et al.,)
)
Respondent.)

Case No. 05BA-CV04103

CERTIFICATE OF CIRCUIT CLERK

I, Christy Blakemore, Boone County Circuit Clerk, pursuant to Section 238.216.1(3) RSMo., certify that I have verified the authenticity of the signatures on the Petition of Property Owners which was filed with my office on June 12, 2013, in reliance upon the notarial certificate authenticating the signature of R. Otto Maly on that Petition. Finally, and in accordance with Section 238.216.6 RSMo., I certify that the foregoing have been entered upon the records of the Circuit Court of Boone County, Missouri, in connection with the above-captioned case.

SEAL

Christy Blakemore
Christy Blakemore, Boone County Circuit Clerk

**IN THE CIRCUIT COURT OF THE COUNTY OF BOONE
STATE OF MISSOURI**

IN RE:)
The formation of the Conley Road)
Transportation Development District)
)
BROADWAY CROSSINGS, L.L.C., et al.,)
)
Petitioners)
)
vs.)
)
MISSOURI HIGHWAYS AND)
TRANSPORTATION COMMISSION, et al.,)
)
Respondent.)

FILED
BOONE COUNTY

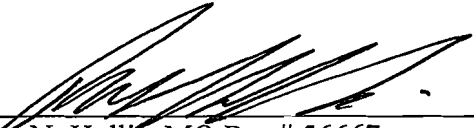
JUN 12 2013

CHRISTY BLAKEMORE
CLERK CIRCUIT COURT, COLUMBIA, MO

Case No. 05BA-CV04103

MEMORANDUM

COME NOW Petitioners, Broadway Crossing, L.L.C., Broadway Crossings II, L.L.C., Conley Road Partners, L.P., and TKG Conley Road Investments, L.L.C., by and through their undersigned counsel, and pursuant to the attached resolutions of the Board of Directors of the Conley Road Transportation Development District dated March 20, 2013, hereby file the attached Official Results of the election called in connection with the aforementioned resolutions.



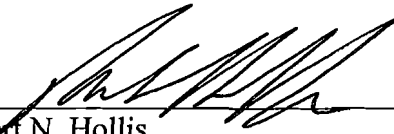
Robert N. Hollis, MO Bar # 56667
Van Matre, Harrison, Hollis, Taylor, and Bacon, P.C.
1103 E Broadway
P.O. Box 1017
Columbia, MO 65201
Telephone: (573) 874-7777
Telecopier: (573) 875-0017
robert@vanmatre.com
Attorney for Petitioners

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 12, 2013 a true and correct copy of the above and foregoing was served via U.S. Mail, postage prepaid, to the following:

City of Columbia
Attn: Sheela Amin
701 East Broadway
Columbia, MO 65201

MO Highways and Transportation Commission
Attn: Mary Ann Winters
105 West Capitol Avenue
Jefferson City, MO 65101



Robert N. Hollis

RESOLUTION NO. 2013-6

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CONLEY ROAD TRANSPORTATION DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT TO INCREASE SALES TAX RATES WITHIN THE DISTRICT FROM FIVE-EIGHTHS CENT TO ONE CENT ON ELIGIBLE RETAIL SALES AND SUBMITTING TO THE QUALIFIED VOTERS WITHIN THE DISTRICT A PROPOSAL AUTHORIZING A SALES TAX INCREASE TO ONE CENT

WHEREAS, the Conley Road Transportation Development District (the "District") was formed on December 9, 2005, by virtue of an order entered by the Circuit Court of Boone County, Missouri (the "Order");

WHEREAS, on December 16, 2005, in accordance with the provisions of Chapter 238, RSMo, (the "TDD Act"), the District imposed a one-half of one percent (½%) sales tax;

WHEREAS, on June 8, 2012, in accordance with the provisions of the TDD Act, the District increased the sales tax from one-half cent to five-eighths cent which became effective on October 1, 2012 (the "TDD Sales Tax");

WHEREAS, the District desires to increase the TDD Sales Tax from five-eighths cent to one cent on all eligible retail sales to be effective on July 1, 2013; and

WHEREAS, pursuant to Section 238.235 of the TDD Act, this Resolution shall not be effective unless and until the Board of Directors of the District submits to the qualified voters of the District a proposal to authorize the Board of Directors of the District to increase the TDD Sales Tax to five-eighths cent.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CONLEY ROAD TRANSPORTATION DEVELOPMENT DISTRICT, AS FOLLOWS:

1. Subject to the approval of the qualified voters within the District of a proposal to increase the TDD Sales Tax, there is hereby imposed on all sellers a tax for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail, to the extent and in the manner provided in section 144.010 to 144.525, RSMo., and the rules and regulations of the director of revenue issued pursuant thereto, an additional three-eighths of one percent sales tax thereby increasing the TDD Sales Tax to one cent (1%) (the "Increased TDD Sales Tax"), except that the Increased TDD Sales Tax shall be effective as of October 1, 2013, which is the first day of the second calendar quarter following notice of the tax to the Missouri Department of Revenue, which shall be sent upon obtaining approval of the qualified voters.

2. Promptly after adoption of this Resolution, there shall be submitted to the "qualified voters" (as that term is defined and used in the TDD Act) of the District, a proposal to increase the TDD Sales Tax by three-eighths cent in substantially the form as the unanimous petition attached hereto as Exhibit A and incorporated herein by this reference.

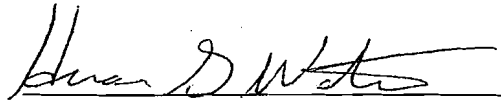
3. The Chairman of the Board of Directors is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District. The Secretary of the Board of Directors is hereby authorized and directed to attest to this Resolution.

4. The District shall, and the officers and agents of the District are authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

5. This Resolution shall take effect and be in full force immediately after its adoption by the Board of Directors of the District, except with respect to any portion herein that shall become effective only upon the approval by the qualified voters of the District of the Increased TDD Sales Tax pursuant to Section 238.235 of the TDD Act.

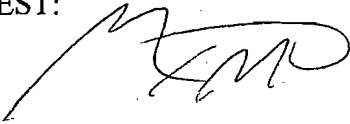
6. This Resolution shall in no way decrease, terminate, suspend, repeal, or diminish the TDD Sales Tax or the effectiveness of the TDD Sales Tax or the TDD Sales Tax obligations of the sellers within the District, all of which shall remain in full force and effect regardless of this Resolution or the results of the vote of the qualified voters on the proposal by the District to increase the TDD Sales Tax by three-eighths cent.

PASSED this 20th day of March, 2013.



Hiram G. Watson, Chairman of the Board of Directors

ATTEST:



Michael Link, Secretary of the Board of Directors

RESOLUTION NO. 2013-7

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CONLEY ROAD TRANSPORTATION
DEVELOPMENT DISTRICT APPROVING VOTES CAST
BY QUALIFIED VOTERS WITH RESPECT TO THE
DISTRICT'S PROPOSAL TO INCREASE THE DISTRICT
SALES TAX TO ONE CENT**

WHEREAS, the Conley Road Transportation Development District (the "District") was formed on December 9, 2005, by virtue of an order entered by the Circuit Court of Boone County, Missouri (the "Order");

WHEREAS, on December 16, 2005, in accordance with the provisions of Chapter 238, RSMo, (the "TDD Act"), the District imposed a one-half of one percent (½%) sales tax;

WHEREAS, on June 8, 2012, in accordance with the provisions of the TDD Act, the District increased the sales tax from one-half cent to five-eighths cent which became effective on October 1, 2012 (the "TDD Sales Tax");

WHEREAS, pursuant to Section 238.235 of the TDD Act, the Board of Directors of the District have submitted to the qualified voters of the District a proposal to authorize the Board of Directors of the District to increase the TDD Sales Tax from five-eighths cent to one cent;

WHEREAS, the qualified voters approved the proposal to increase the TDD Sales Tax from five-eighths cent to one cent as shown on the Unanimous Petition of Property Owners attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, the District desires to increase the TDD Sales Tax from five-eighths cent to one cent on all eligible retail sales to be effective on October 1, 2013; and

WHEREAS, the District will continue to allow the Missouri Department of Revenue (the "DOR"), as its authorized representative, to perform all functions incident to the administration and collection of the TDD Sales Tax.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE CONLEY ROAD TRANSPORTATION DEVELOPMENT DISTRICT, AS
FOLLOWS:**

1. There is hereby imposed, effective October 1, 2013, on all sellers a tax for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail in the District, to the extent and in the manner provided in section 144.010 to 144.525, RSMo., and the rules and regulations of the director of revenue issued pursuant thereto, an additional three-eighths of one percent, which increases the TDD Sales Tax to one cent (1 %) (the "Increased TDD Sales Tax").

2. The three-eighths cent increase included in the Increased TDD Sales Tax is hereby imposed on all retail sales made in the District which are subject to taxation pursuant to

the provisions of Sections 144.010 to 144.525 RSMo., except the Increased TDD Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats, or outboard motors nor to all sales of electricity or electrical current, water and gas, natural or artificial, nor to sales of service to telephone subscribers, either local or long distance.

3. Pursuant to Section 238.216(3) of the TDD Act, because all the owners of real property in the District joined in the petition authorizing the formation of the District, such owners may now cast their ballot by unanimous petition approving the proposal by the District to increase the TDD Sales Tax. The unanimous petition attached as Exhibit A constitutes an election under Section 238.216(3) and constitutes the required vote and approval of the qualified voters of the Increased TDD Sales Tax under Section 238.235 of the TDD Act.

4. The Secretary of the District is hereby authorized to: (i) submit the results of the election to the Circuit Court of Boone County, Missouri, said results to be entered upon the records of the Circuit Court of Boone County, Missouri; (ii) submit a certified copy of the results of the election with the County Clerk of Boone County, Missouri, who shall cause the same to be spread upon the records of the Boone County Commission; and (iii) notify the DOR of the Increased TDD Sales Tax.

5. Every retailer within the District that is subject to the TDD Sales Tax shall be subject to the Increased TDD Sales Tax imposed by the District and, in addition to the TDD Sales Tax, shall add the three-eighths cent increase to the retailer's sale price, and when so added such increased tax of one cent shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price.

6. All applicable provisions contained in Sections 144.010 to 144.525 RSMo., as amended, governing the state sales tax, and Sections 32.085 and 32.087 RSMo., the uniform confidentiality provisions, shall apply to the collection of the Increased TDD Sales Tax, except as modified, to the extent permitted by law, by this Resolution.

7. All exemptions granted to agencies of government, organizations, persons and to the sale of certain articles and items of tangible personal property and taxable services pursuant to the provisions of Sections 144.010 to 144.525, RSMo., as amended, are hereby made applicable to the imposition and collection of the Increased TDD Sales Tax.

8. All discounts allowed to the retailer pursuant to the provisions of the state sales tax laws for the collection of and for payment of taxes pursuant to such laws are hereby allowed and made applicable to any Increased TDD Sales Tax collection pursuant to the provisions of this Resolution.

9. The penalties provided in Section 32.057 RSMo., as amended, and Sections 144.010 to 144.525 RSMo., as amended, for violation of those sections are hereby made applicable to violations of this Resolution.

10. For the purpose of the Increased TDD Sales Tax imposed by the District, all retail sales, except retail sales of motor vehicles, shall be deemed to be consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or

the retailer's agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. In the event a retailer has more than one place of business in this state which participates in the sale, the sale shall be deemed to be consummated at the place of business of the retailer where the initial order for the tangible personal property is taken, even though the order must be forwarded elsewhere for acceptance, approval of credit, shipment or billing. A sale by a retailer's employee shall be deemed to be consummated at the place of business from which the employee works.

October

11. Every retailer within the District shall, as of the ~~July~~ 1, 2013 effective date of the Increased TDD Sales Tax, collect and remit the Increased TDD Sales Tax as required hereunder.

12. The District, or its authorized representative shall, at all reasonable times during business hours, have the authority to make an examination and inspection of the books and records of the retailer as may be necessary to determine the correctness of the reports required by this Resolution.

13. The DOR is hereby designated as the District's authorized representative to perform all functions incident to the administration and collection of the Increased TDD Sales Tax. The District shall retain responsibility for enforcing the collection of delinquent Increased TDD Sales Tax revenues and any delinquent TDD Sales Tax revenues.


14. The provisions of this Resolution shall be minimum requirements for administration, collection, and enforcement of the Increased TDD Sales Tax, unless by amendment to the Revised Statutes of Missouri, subsequent to the passage of this Resolution, a higher standard is required.

15. The Chairman of the Board of Directors is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District. The Secretary of the Board of Directors is hereby authorized and directed to attest to this Resolution.


16. The District shall, and the officers and agents of the District are authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

17. This Resolution shall take effect and be in full force immediately after its adoption by the Board of Directors of the District.

PASSED this 20th day of March, 2013.


Hiram G. Watson, Chairman of the Board of
Directors

ATTEST:


Michael Link, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2013-7**

Unanimous Petition of the Property Owners

UNANIMOUS PETITION OF PROPERTY OWNERS

The undersigned entities constitute the only owners of real property within the area described on Exhibit 1 hereto, and hereby approve of (hereby vote and respond in the affirmative to) the following proposal:

“Shall the transportation district of the Conley Road Transportation Development District (the “District”) impose a district-wide sales tax rate increase of three-eighths percent (0.375%) for a period of not to exceed the earlier of: (a) the payment of all bonds, notes or other obligations issued to finance the transportation projects previously approved by the qualified voters of the District; or (b) forty (40) years from the date on which such tax increase is first imposed?”

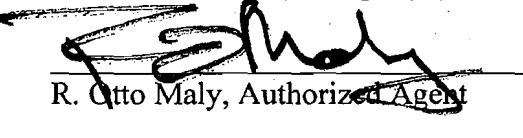
BROADWAY CROSSINGS, L.L.C.,
a Missouri limited liability company (“Owner”)

By:


R. Otto Maly, Authorized Agent

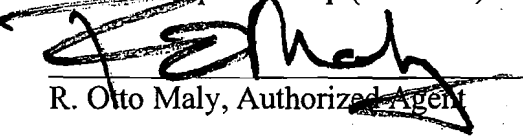
BROADWAY CROSSINGS II, L.L.C.,
a Missouri limited liability company (“Owner”)

By:


R. Otto Maly, Authorized Agent

CONLEY ROAD PARTNERS, L.P.,
a Missouri limited partnership (“Owner”)

By:


R. Otto Maly, Authorized Agent

TKG CONLEY ROAD INVESTMENTS, L.L.C.,
a Missouri limited liability company (“Owner”)

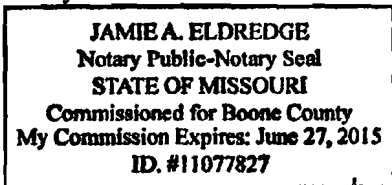
By:


R. Otto Maly, Authorized Agent

State of Missouri)
) ss.
County of Boone)

On this 6th day of June, 2013, before me personally appeared R. Otto Maly, who upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of **BROADWAY CROSSINGS, L.L.C.**, a Missouri limited liability company, that he executed this document on behalf of said limited liability company, as the free act and deed of said limited liability company, and pursuant to the authority vested in him to execute this document by the members of said limited liability company, that the foregoing document is binding in all respects upon said limited liability company, and that said limited liability company is duly empowered by its operating agreement to enter into this document.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal as of the day and year first above written.



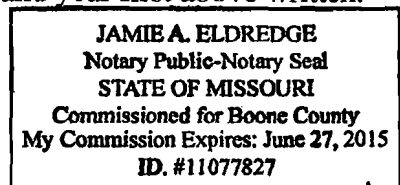
Jamie A. Eldredge
Jamie A. Eldredge, Notary Public
Commissioned in Boone County, MO

My commission expires 6-27-15.

State of Missouri)
) ss.
County of Boone)

On this 6th day of June, 2013, before me personally appeared R. Otto Maly, who upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of **BROADWAY CROSSINGS II, L.L.C.**, a Missouri limited liability company, that he executed this document on behalf of said limited liability company, as the free act and deed of said limited liability company, and pursuant to the authority vested in him to execute this document by the members of said limited liability company, that the foregoing document is binding in all respects upon said limited liability company, and that said limited liability company is duly empowered by its operating agreement to enter into this document.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal as of the day and year first above written.



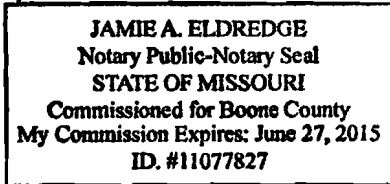
Jamie A. Eldredge
Jamie A. Eldredge, Notary Public
Commissioned in Boone County, MO

My commission expires 6-27-15.

State of Missouri)
) ss.
County of Boone)

On this 6th day of June, 2013, before me personally appeared R. Otto Maly, who upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of **CONLEY ROAD PARTNERS, L.P.**, a Missouri limited partnership, that he executed this document on behalf of said limited liability company, as the free act and deed of said limited liability company, and pursuant to the authority vested in him to execute this document by the members of said limited liability company, that the foregoing document is binding in all respects upon said limited liability company, and that said limited liability company is duly empowered by its operating agreement to enter into this document.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal as of the day and year first above written.



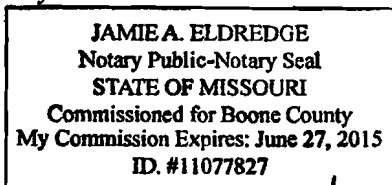
Jamie A. Eldredge
Jamie A. Eldredge, Notary Public
Commissioned in Boone County, MO

My commission expires 6-27-15.

State of Missouri)
) ss.
County of Boone)

On this 6th day of June, 2013, before me personally appeared R. Otto Maly, who upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of **TKG CONLEY ROAD INVESTMENTS, L.L.C.**, a Missouri limited liability company, that he executed this document on behalf of said limited liability company, as the free act and deed of said limited liability company, and pursuant to the authority vested in him to execute this document by the members of said limited liability company, that the foregoing document is binding in all respects upon said limited liability company, and that said limited liability company is duly empowered by its operating agreement to enter into this document.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal as of the day and year first above written.



Jamie A. Eldredge
Jamie A. Eldredge, Notary Public
Commissioned in Boone County, MO

My commission expires 6-27-15.

EXHIBIT 1

LEGAL DESCRIPTIONS

Tract Owned by Broadway Crossings, L.L.C.

Tract 1A of the Administrative Plat of Lot 1 Broadway Marketplace, Lot 1 Lowe's Subdivision, and Lot 1 Wal-Mart Stores Plat as shown and depicted on the Survey and Plat filed September 3, 2003, in Book 2339 at Page 81 of the Boone County Records.

Tract Owned by Broadway Crossings II, L.L.C.

Tract 2A of the Administrative Plat of Lot 1 Broadway Marketplace, Lot 1 Lowe's Subdivision, and Lot 1 Wal-Mart Stores Plat as shown and depicted on the Survey and Plat filed September 3, 2003, in Book 2339 at Page 81 of the Boone County Records.

Tract Owned by Conley Road Partners, L.P.

Tract 3A of the Administrative Plat of Lot 1 Broadway Marketplace, Lot 1 Lowe's Subdivision, and Lot 1 Wal-Mart Stores Plat as shown and depicted on the Survey and Plat filed September 3, 2003, in Book 2339 at Page 81 of the Boone County Records.

Tracts Owned by TKG Conley Road Investments, L.L.C.

Tract A:

Lots One (1), Two (2) and Three (3) of Konstantin Subdivision in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 40, Page 8, Records of Boone County, Missouri.

Tract B:

A tract of land being Tract 1, 2, and the South Half of Tract 3 of Sanford F. Conley, Jr. Subdivision being part of the East Half of the Northwest Quarter of Section 8, all in Township 48 North, Range 12 West of the Fifth Principal Meridian, City of Columbia, Boone County, Missouri, as more fully shown in the survey thereof recorded in Book 2841, Page 159, Records of Boone County, Missouri.

Tract C:

Commencing at the North Quarter corner of said Section 17, thence N. 69-15-25 W. 79.41 ft. to a point in the West right-of-way line of U.S. Highway 63 and the East right-of-way line of Conley Road, also being the point of beginning, thence along said West right-of-way line S. 19-09-14 W. 686.61 ft. to a point, thence S. 30-29-00 W/ 160.98 ft. to a point in the North right-of-way line of Broadway, thence leaving said West right-of-way line along said North right-of-way line N. 85-10-40 W. 318.39 ft. to a point in the East right-of-way line of Brickton Road, thence

leaving said North right-of-way line along said East right-of-way line N. 08-58-05 E. 493.62 ft. to a point, thence along a curve deflecting to the right having a radius of 80.00 ft. an arc length of 94.36 ft. to a point in the South right-of-way line of Trimble Road, thence leaving said East right-of-way line along said South right-of-way line N. 76-32-55 E. 328.62 ft. to a point, thence S. 30-18-45 E. 66.97 ft. to a point, thence N. 35-13-16 E. 231.38 ft. to a point of beginning. Containing 5.3 acres, more or less.

Tract D:

Beginning at the SW corner of the survey recorded in Book 491, Page 993; Thence with the West line thereof, N 0-31-55 W, 599.93 feet to the Southerly line of Lot 1, Broadway Marketplace, as recorded in Plat Book 24, Page 48; Thence with said Southerly line, S 79-15-10 E, 623.15 feet to the West line of Tract No. 2 of the survey recorded in Book 728, Page 29; Thence with said West line, S 0-31-40 E, 340.00 feet to the SW corner of said Tract No. 2; Thence with the South line of said survey recorded in Book 491, Page 993, S 76-44-20 W, 626.48 feet to the point of Beginning and containing 6.5 acres, more or less.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 2013

In the County Commission of said county, on the 25th day of June 20 13

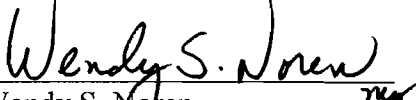
the following, among other proceedings, were had, viz:

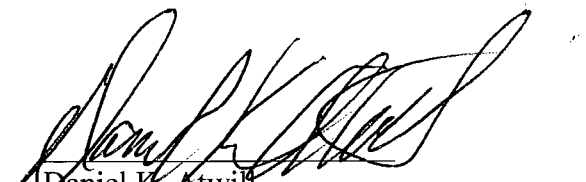
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to pay for specialized advertising for a financial advisor RFP in The Bond Buyer – a municipal debt publication.

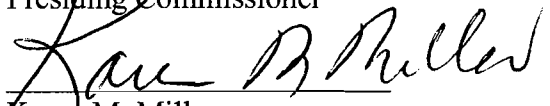
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1140	84300	Treasurer	Advertising		484
1123	86800	Emergency & Contingency	Emergency	484	

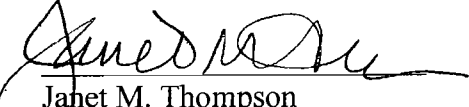
Done this 25th day of June, 2013.

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

Nicole Galloway - FW: Advertising Financial Advisor RFP

From: "Kao, JoAnne" <JoAnne.Kao@sourcemedia.com>
To: "Nicole Galloway (ngalloway@boonecountymo.org)" <ngalloway@boonecountymo...>
Date: 6/11/2013 12:39 PM
Subject: FW: Advertising Financial Advisor RFP
Attachments: Advisor RFP.pdf

Hi Nicole,
\$22 x 2 col in x 11 lines = \$484 per day. Let me know if you want to proceed.
You can run on Thursday once the IO is signed.
JoAnne

From: Waghe, Sachin
Sent: Tuesday, June 11, 2013 1:37 PM
To: Kao, JoAnne
Cc: #ClassifiedAds
Subject: RE: Advertising Financial Advisor RFP

Hi JoAnne,

Please find attached PDF for Advisor RFP.

Size : 2 col x 11 Agate Lines.

Please let me know if any changes required.

Regards,

Sachin

From: Kao, JoAnne
Sent: Tuesday, June 11, 2013 1:25 PM
To: Narsappa, Hanumantha; #ClassifiedAds; Waghe, Sachin
Subject: FW: Advertising Financial Advisor RFP

How many lines pls?

From: Nicole Galloway [mailto:ngalloway@boonecountymo.org]
Sent: Tuesday, June 11, 2013 1:24 PM
To: Kao, JoAnne
Subject: Advertising Financial Advisor RFP

JoAnne,

I would like to advertise in The Bond Buyer for a Financial Advisor RFP. Can you give me a quote for the following ad and the due date for placement?

Boone County, Missouri
Financial Advisor Services RFP

Boone County is seeking financial advisor services proposals. Response deadline 8/1/13. Melinda Bobbitt, 573-886-4391, mbobbitt@boonecountymo.org

Thank you.

**Boone County, Missouri
Financial Advisor Services RFP**

Boone County is seeking financial advisor services proposals. Response deadline 8/1/13.
Melinda Bobbitt, 573-886-4391, mbobbitt@boonecountymo.org

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of June 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Government Center Chambers by Imago Arts on July 23, August 20 and September 24, 2013 from 6:00 p.m. to 9:00 p.m.

Done this 25th day of June, 2013.

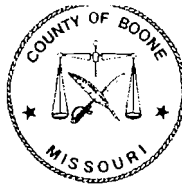
ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: We intend to use the Chambers Room as a place to give local artist the chance to speak on their art and dialogue with local residents about how we can learn more and support the arts more effectively.

Date(s) of Use 7/23/13 8/20/13 9/24/13

Time of Use: From: 6:00 PM thru 9:00 PM

Facility requested: Courthouse Grounds - Courtyard Plaza - **Chambers** - Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Imago Arts

Organization Representative/Title: Bobby Schembre (Group leader)

Address: 506 West Blvd. N Columbia MO 65203

Phone Number: 573-864-5031

Date of Application: 6/19/13

Email Address: bobbyschembre@gmail.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Jones
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 6-25-13

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of June 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Capital Expenditure request for TAG Events, LLC to replace the pipes of the wash racks between the barns at a cost of \$214.80.

Done this 25th day of June, 2013.

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

2013 CAPITAL EXPENDITURES APPROVAL REQUEST
TAG EVENTS, LLC

TO: Boone County Commission

FROM: TAG Events, LLC

DATE: 6/11/13

RE: Capital Expenditures Approval Request

IS PROPOSED PROJECT AN EMERGENCY? YES NO

If Yes, then detail all facts that cause Contractor to believe this is an emergency, and attach incident report(s) relating to the loss (which shall include the names, contact information, and insurance information for any potentially responsible party). Also, Contractor should contact Commissioner Janet Thompson as soon as possible to discuss the emergency and what action needs to be taken.

1. PROPOSAL SUMMARY: *See attached*

Project Name / Reference

What is proposed?

Why should the proposal be implemented?

Why is the proposed project a capital project and not a routine operational expense?

2. THE VALUE OF THE PROJECT TO THE COUNTY:

Benefits expected from the project

Investment required and any ongoing cost to the County

3. HOW THE PROJECT WILL BE IMPLEMENTED:

Suggestions for consultation groups (if any)

Results of consultation

Plan for development phase (include timeline)

Plan for delivery phase (include timeline)

4. RISKS AND UNCERTAINTIES:



TAG Events, LLC

1. Proposal Summary:

Project Name/Reference-
Drainage Installation

What is proposed?

Replacing the pipes of the wash racks in between barns.

Why should the proposal be implemented?

To improve drainage of water from wash racks.

Why is the proposed project a capital project and not a routine operation expense?

Replacing the pipes will improve drainage.

2. The value of the project to the county:

Benefits expected from the project-

Better drainage of water from wash racks.

Investment required and any ongoing cost to the County-

Cost of pipes which is \$214.80.

3. How the project will be implemented:

Plan for delivery phase-

The pipe has already been delivered and installed.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of June 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Courthouse Plaza by Tracy Reddick on September 19, 2013 from 6:00 p.m. to 7:00 p.m.

Done this 25th day of June, 2013.

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

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: wedding for Justin Strohman & Sandy Banda

Date(s) of Use: 9/19/13

Time of Use: From: 6:00 AM/PM thru 7:00 AM/PM

Facility requested: Courthouse Grounds - Courthouse Plaza - Chambers - Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Tracy Reddick

Organization Representative/Title: _____

Address: 4315 Alan Lane Col, MO 65202

Phone Number: 573-881-4747 Date of Application: 6/21/13

Email Address: reddickt@missouri.edu WK 882-6800

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 6-25-13