

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 15th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 53-22NOV11 – Pharmacy Compounding Services, Infusion Therapies and Other Related Supplies and Services – Term and Supply to Walgreens. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of March, 2012.

ATTEST:

Wendy S. Noren cc
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

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 28, 2011
RE: 53-22NOV11 – Pharmacy Compounding Services, Infusion Therapies and
Other Related Supplies and Services – Term and Supply

The Bid for Pharmacy Compounding Services, Infusion Therapies and Other Related Supplies and Services – Term and Supply closed on November 28, 2011. Two bids were received. Purchasing and the Sheriff's department recommend award to Walgreens for offering the lowest and best bid for the County.

Term and Supply contract invoices will be paid from department 1255 – Corrections, account 23501– Prescription Drugs.

Attached is a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Warren Brewer, Sheriff Dept.
Bid File

COPY

63-22NOV11 - Pharmacy Compounding Services, Infusion Therapies, and Other Related Supplies and Services

BID TABULATION		Accurate RX		Walgreens	
ITEM	DESCRIPTION	Per-Diem	Drug Rate	Per-Diem	Drug Rate
4.8.1	Infusion Therapy				
	TPN Infusion	\$180.00	AWP - 12% for Lipids & non-TPN drugs	\$120.00	AWP - 12% for Lipids & non-TPN drugs
	All other Infusion Therapies	\$70.00	AWP - 12% of drug	\$45.00	AWP - 12% of drug
	Enteral Therapy	\$20.00	AWP - 10% of Formula	\$12.50	AWP - 12% of Formula
	Catheter Care Maintenance	\$5.00	n/a	\$10.00	n/a
4.8.2	Pharmacy Services				
	Pharmacist Charge after Hours - per hour		\$90.00		\$50.00
4.8.3	Price List Utilized		Medi-Span		Medi-Span
	Medications/Drugs that % discount does not apply		Benefix AWP - 6%		n/a
4.8.5	Calendar Days after receipt of NTP before can begin		0		30

No Bids
D&H Drug

**PURCHASE AGREEMENT
FOR
PHARMACY COMPOUNDING SERVICES, INFUSION THERAPIES, AND OTHER RELATED
SUPPLIES AND SERVICES
TERM AND SUPPLY**

THIS AGREEMENT dated the 15 day of March 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Walgreens**, 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 Pharmacy Compounding Services, Infusion Therapies, and Other Related Supplies and Services Term and Supply, County of Boone Request for Bid, bid number **53-22NOV11**, including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any addendums, as well as the Contractor's bid response dated November 17, 2011 and executed by John Mann on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, addendums and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2012 extend through December 31, 2012, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Pharmacy Compounding Services, Infusion Therapies, and Other Related Supplies and Services as identified and responded to in the Contractor's Response Form. Items and service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

DESCRIPTION	<u>Per-Diem</u>	<u>Drug Rate</u>	<u>Price List: Medi-Span</u>
<u>Infusion Therapy</u>			
TPN Infusion	\$120.00	AWP - 12% for Lipids & non-TPN drugs	
All other Infusion Therapies	\$45.00	AWP - 12% of drug	
Enteral Therapy	\$12.50	AWP - 12% of Formula	
Catheter Care Maintenance	\$10.00	n/a	
<u>Pharmacy Services</u>			
Pharmacist Charge after Hours		\$50.00/hour	

4. **Delivery** - Contractor agrees that service will begin within 30 days after receipt of Notice to Proceed.

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

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.

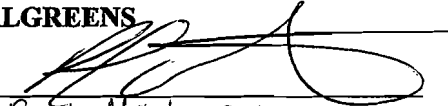
8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- 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 or services are delayed or products or services 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.

WALGREENS

by



title

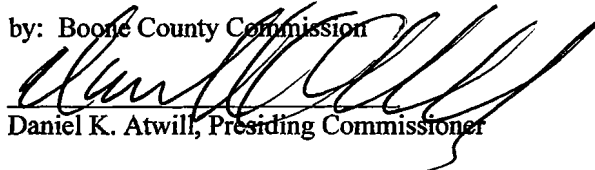
Paul Mastrapa
President

address

1410 Heriford Rd.
Columbia, MO 65202

BOONE COUNTY, MISSOURI

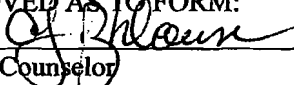
by: Boone County Commission



Daniel K. Atwill, Presiding Commissioner

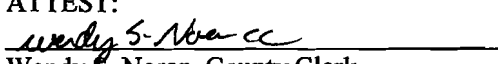
APPROVED AS TO FORM:

County Counselor



ATTEST:

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

June Pitchford by 

Date

03/07/12

1255-23501 - Term/Supply

Appropriation Account

No encumbrance required

4.8 Pharmacy Service: We propose to furnish and deliver pharmacy services and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

Please complete the per-diem drug rate and complete the AWP discount

ITEM DESCRIPTION	<u>Per-Diem</u>	<u>Drug Rate</u>
4.8.1 <u>Infusion Therapy</u>		
TPN Infusion	\$ <u>120.00</u>	AWP - <u>12</u> % for Lipds & non-TPN drugs
All other Infusion Therapies	\$ <u>45.00</u>	AWP - <u>12</u> % of drug
Enteral Therapy	\$ <u>12.50</u>	AWP - <u>12</u> % of Formula
Catheter Care Maintenance	\$ <u>10.00</u>	n/a

4.8.2 Pharmacy Services

Pharmacist Charge
after Hours \$ 50.00 /hour

Note: Per Diem is a daily charge that includes infusion pump/pole, ancillary supplies for maintenance of infusion access, professional services, and delivery/pick-up product and equipment.

4.8.3 Price List Utilized for Pricing: Medispan

4.8.4 Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:

Not applicable.

4.8.5 Service to start within 30 calendar days after receipt of *Notice to Proceed* and *Purchase Order*.

4.8.6 Emergency Twenty-Four Hour Service Contact:

4.8.6.1 Name: Curt Hatcher, R.Ph., General Manager
Walgreens Infusion & Respiratory Services, Columbia, Missouri

Telephone Number: Our Columbia, Missouri infusion pharmacy has staff on call 24/7. They can be reached at 573-814-7100.

Curt Hatcher can be reached at 573-814-7100. His cell phone number is 573-356-5379.

4.9 Specify the Address of the Pharmacy that will be Servicing this Account:

The Walgreens Infusion & Respiratory Services pharmacy that will be servicing Boone County's account is located at:

1410 Heriford Road
Columbia Missouri O 65202

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

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

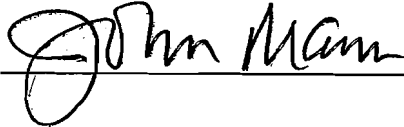
Today's Date: _____

A signed copy of this page is included as Attachment A, Page 9 of RFB, 4.10, Authorized Representative - Signature Page.

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

Walgreens will agree to meet the scope of services described, except as noted in the appropriate sections of our response to the County of Boone's Request for Bid for Pharmacy Compounding Services, Infusion Therapies, and Other Related Supplies and Services – Term and Supply, Bid Number: 53-22NOV11.

Authorized Representative (Sign By Hand):



Type or Print Signed Name:

John Mann

Today's Date: 11-17-11



RESPONSE TO REQUEST FOR BID FOR

PHARMACY COMPOUNDING SERVICES, INFUSION
THERAPIES, AND OTHER RELATED SUPPLIES AND
SERVICES – TERM AND SUPPLY

BID NUMBER: 53-22NOV11

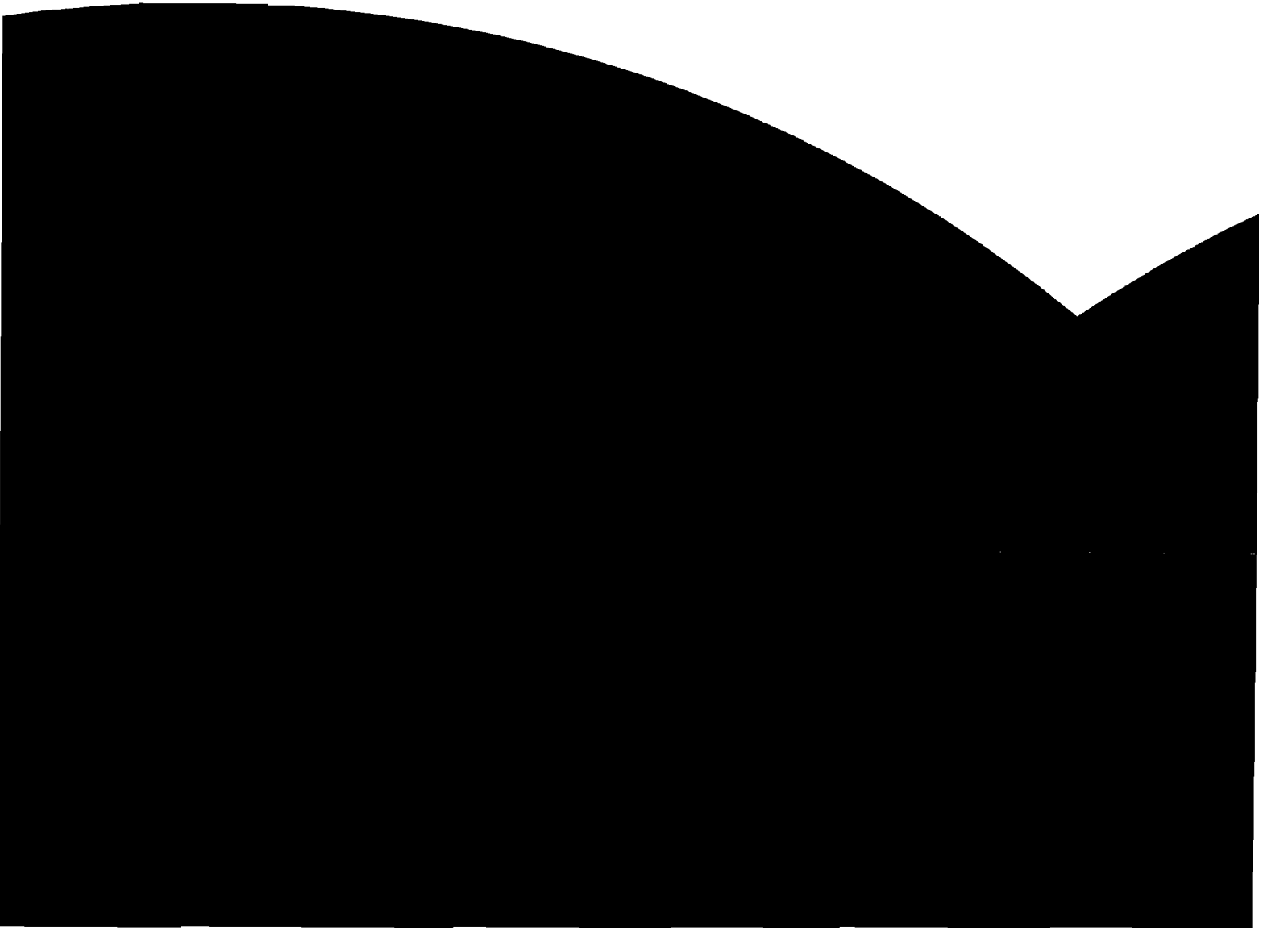
Presented to: County of Boone, Missouri
November 22, 2011

Presented by:

Mark Prueter
Director, Health & Wellness Solutions
State Government Programs
Walgreens

1417 Lake Cook Road
Deerfield, IL 60015

Phone: 952-381-5270
Email: mark.prueter@walgreens.com





November 21, 2011

Boone County Purchasing Department
Attention: Ms. Belinda Bobbitt
CPPB, Director
613 E. Ash Street
Columbia, MO 65201

Re: Request for Bid for Pharmacy Compounding Services, Infusion Therapies, and Other Pharmacy Related Supplies and Services – Term and Supply, Bid Number: 53-22NOV11, Due Date: Tuesday, November 22, 2011, Time: 10:30 A.M. C.T.

Dear Ms. Bobbitt,

On behalf of Walgreens Infusion Services, Inc. (Walgreens), I am pleased to present our response to the County of Boone's Request for Bid for Pharmacy Compounding Services, Infusion Therapies, and Other Pharmacy Related Supplies and Services – Term Supply, Bid Number: 53-22NOV11. Three hard copies of Walgreens response, along with great value pricing, are enclosed.

If you have questions, please do not hesitate to call me. I look forward to discussing our bid with you in greater detail. Together, the County of Boone and Walgreens can help your members prescribed home infusion therapies receive the highest level of care, compassion and convenience.

Sincerely,

Mark Prueter
Director, Health & Wellness Solutions
State Government Programs

Phone: 952-381-5270
Email: mark.prueter@walgreens.com

TABLE OF CONTENTS

1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING	1
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3. RESPONSE PRESENTATION AND REVIEW	3
4. RESPONSE FORM	4
5. STANDARD TERMS AND CONDITIONS	7
6. INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549	8

ATTACHMENTS

- A. Page 9 of RFB, 4.10, Authorized Representative - Signature Page**
- B. Page 16 of RFB – Signature Page**
- C. Addendum #1 Issued November 18, 2011 – Signature Page**

1. Introduction and General Conditions of Bidding

Walgreens Infusion Services, Inc. (Walgreens) will work in good faith to meet your expectations of our business partnership.

Please note the following with regard to the County of Boone's Request for Bid:

Page 2, 1.6: CONTRACT PERIOD.

We prefer that any extensions of the term of agreement be mutually agreed upon.

2. Primary Specifications

Walgreens Infusion Services, Inc. (Walgreens) will work in good faith to meet your expectations of our business partnership.

Please note the following with regard to the County of Boone's Request for Bid:

Page 3, 2.2: Contract Period.

We prefer that any extensions of the term of agreement be mutually agreed upon.

Page 3, 2.3.3 (Average Wholesale Price) and following.

Walgreens intends to utilize a source other than First Data Bank as our AWP source.

Page 4, 2.4.12: Access to Books and Records.

Any audit would be subject to applicable law, including HIPAA and Walgreens audit policies.

Page 5, 2.4.16: Confidentiality.

Walgreens requests that this be mutual.

3. Response Presentation and Review

Walgreens Infusion Services, Inc. (Walgreens) will work in good faith to meet your expectations of our business partnership.

4. Response Form

Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1 **Company Name:** Walgreens Infusion Services, Inc. (a wholly owned subsidiary of Walgreen Co.)

4.2 **Address:** 200 Wilmot Road

4.3 **City/Zip:** Deerfield, IL 60015

4.4 **Phone Number:** 847-374-2640

4.5 **Fax Number:** 847-940-0863

4.6 **Email Address:** infusion.rfp@walgreens.com

4.7 **Federal Tax ID:** 36-1924025

4.7.1 **Corporation**

Partnership - Name

Individual/Proprietorship – Individual Name

Other (Specify)

5. Standard Terms and Conditions

Please note the following with regard to the County of Boone's Request for Bid:

Page 11, 13:

Pricing contingent on being sole vendor.

6. Instructions for Compliance with House Bill 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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

Per addendum #1, question 12, Walgreens will complete upon award.

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

John Mann Assistant Secretary
Name and Title of Authorized Representative

John Mann 11-17-11
Signature Date

15) If I understand correctly, we complete the pricing requested on section 4.8.3. and do not need to provide this confidential pricing structure. In purchasing the rights to this pricing structure, it is against the data source's regulations.

Additionally, I just confirmed that First Data Bank no longer publishes their AWP price list. May we use another source, i.e. Medispan.

Response: Yes

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 53-22NOV11 – Pharmacy Compounding Services receipt of which is hereby acknowledged:

Company Name: Walgreens Infusion Services Inc. (a wholly owned subsidiary of Walgreen Co)
Address: 200 Wilmot Rd.
Peerfield, IL 60015

Phone Number: 847-374-2140 Fax Number: 847-940-0863

E-mail address: infusion.rfp@walgreens.com

Authorized Representative Signature: John Mann Date: 11-17-11

Authorized Representative Printed Name: John Mann



BOONE COUNTY, MISSOURI
Request for Bid #: 53-22NOV11 – Pharmacy Compounding Services

ADDENDUM #1 - Issued November 18, 2011

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following question and is providing a response below:

- 1) **Question: Who is your current provider?**

Response: Option Care of Columbia, MO

- 2) **How many inmates are at the Boone County jail?**

Response: Per paragraph 2.3.1 of RFP, there is an average inmate population of 180 inmates per day.

- 3) **What is the average number of inmates on IV at any one time?**

Response: No more than one inmate on IV at any given time.

- 4) **How many dollars do you spend annually on this contract?**

Response: Less than \$500 in 2011

- 5) **How many new orders monthly?**

Response: Maybe one per quarter

- 6) **What is your current provider's contracted rate?**

Response:

<u>DESCRIPTION</u>	<u>PER-DIEM</u>	<u>DRUG RATE</u>
<u>Infusion Therapy</u>		
TPN Infusion	\$120.00	AWP - 10% for Lipds & non-TPN drugs
All other Infusion Therapies	\$55.00	AWP - 10% of drug

Enteral Therapy	\$15.00	AWP - 10% of Formula
Catheter Care Maintenance	\$10.00	n/a
<u>Pharmacy Services</u>		
Pharmacist Charge after Hours		\$ 50.00/hour

Price List Utilized for Pricing: First Data Bank

- 7) **Section 1.6: Automatic contract renewal - we appreciate this option, but upon the contract anniversary date, may the contractor decline the renewal if they deem necessary? If so, may we propose alternative language in our BID response?**

Response: The County will consider the Contractor's request to not renew at time of renewal. You may propose alternative language in your bid response which will be considered during the evaluation process.

- 8) **Section 2.3.7: In regards to storage of medication on-site, would this require the contractor to go into the facility and maintain the room?**

Response: No, should medication storage be required, our nursing staff will manage it.

- 9) **Section 2.4.2- would an employee of ours need to go into the facility for delivery?**

Response: Possibly, should a large item such as a hospital bed be required.

- 10) **Section 2.4.7 - Nursing will be done on a case-by-case basis. Please clarify.**

Response: The County will handle the nursing portion

- 11) **Section 4.8.7 - What types of drugs would be included in "all other infusion therapies"- ex. Hep. C?**

Response: Basically IV fluids

- 12) **May the E-Verify be completed and returned at time of contract award?**

Response: Yes

- 13) **Section 4.8.2; page 8: Please define "after hours". Is this per the contractor's definition?**

Response: Yes. Should we require a cpap machine or hospital bed on Saturday or "after hours", we need to have those items made available to us.

- 14) **Terms and Conditions #10 - page 8 per diem pricing. #10 states: "Prices must be as stated in units of quantity specified, and must be firm..." Please clarify.**

Response: The unit of quantity specified in this bid would be "per diem".



BOONE COUNTY, MISSOURI
Request for Bid #: 53-22NOV11 – Pharmacy Compounding Services


ADDENDUM #3 - Issued November 22, 2011

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

CHANGE: Bid Submission and Bid Opening Date and Time to:

Monday, November 28, 2011, 10:30 a.m. central time

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #3 to Request for Bid # 53-22NOV11 – Pharmacy Compounding Services receipt of which is hereby acknowledged:

Company Name: _____
Address: _____
_____ 9

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 53-22NOV11 – Pharmacy Compounding Services

ADDENDUM #2 - Issued November 18, 2011

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following question and is providing a response below:

- 1) **What is the average number of inmates on IV at any one time?**

Response: No more than one inmate on IV at any given time.

- 2) **How many new orders monthly?**

Response: Maybe one per quarter

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # 53-22NOV11 – Pharmacy Compounding Services receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



**BOONE COUNTY, MISSOURI
Request for Bid #: 53-22NOV11 – Pharmacy Compounding Services**

ADDENDUM #1 - Issued November 18, 2011

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

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Response: Per paragraph 2.3.1 of RFP, there is an average inmate population of 180 inmates per day.

3) How many dollars do you spend annually on this contract?

Response: Less than \$500 in 2011

4) What is your current provider's contracted rate?

Response:

<u>DESCRIPTION</u>	<u>PER-DIEM</u>	<u>DRUG RATE</u>
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TPN Infusion	\$120.00	AWP - 10% for Lipids & non-TPN drugs
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Price List Utilized for Pricing: First Data Bank

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Response: Yes

- 11) **Section 4.8.2; page 8: Please define "after hours". Is this per the contractor's definition?**

Response: Yes. Should we require a cpap machine or hospital bed on Saturday or "after hours", we need to have those items made available to us.

- 12) **Terms and Conditions #10 - page 8 per diem pricing. #10 states: "Prices must be as stated in units of quantity specified, and must be firm..." Please clarify.**


Response: The unit of quantity specified in this bid would be "per diem".

- 13) **If I understand correctly, we complete the pricing requested on section 4.8.3. and do not need to provide this confidential pricing structure. In purchasing the rights to this pricing structure, it is against the data source's regulations.**

Additionally, I just confirmed that First Data Bank no longer publishes their AWP price list. May we use another source, i.e. Medispan.

Response: Yes

By: _____


Melinda Bobbitt, CPPB
Director of Purchasing

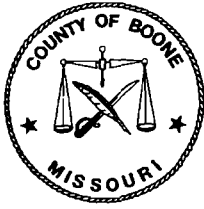
OFFEROR has examined copy of Addendum #1 to Request for Bid # 53-22NOV11 – Pharmacy Compounding Services receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **53-22NOV11**
Commodity Title: **Pharmacy Compounding Services, Infusion Therapies,
and Other Related Supplies and Services – Term and
Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – November 22, 2011**
Time: **10:30 A.M. C.T.**(Bids received after this time will be returned
unopened)
Location / Mail Address: **Boone County Purchasing Department
613 E. Ash Street
Columbia, MO 65201**

Bid Opening

Day / Date: **TUESDAY – November 22, 2011**
Time: **10:30 A.M. Central Time**
Location / Address: **Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
- Standard Terms and Conditions
Work Authorization Certification
Certification Regarding Debarment
“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period resulting from this Bid will be for the period **January 1, 2012 through December 31, 2012**, and may be automatically renewed for an **additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.**
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the provision of **Pharmacy Compounding Services and Supplies, Infusion Therapies and Other Related Supplies and Services** (hereafter referred to as Pharmacy Services) for patients at sites other than hospitals for the inmates of the Boone County Jail of Boone County – Missouri.
- 2.2. **Contract Period** - The Term and Supply Contract period shall be from **January 1, 2012 through December 31, 2012**, and may be automatically renewed for up to an **additional four (4) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the final contract period expiration if it is deemed to be in the best interest of Boone County.
 - 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
 - 2.2.3. **Delivery Locations** – Delivery shall be provided to the following County site:
Boone County Jail, Attn: County Nurse Practitioner, 2121 County Drive, Columbia, MO 65202.
- 2.3. **General Conditions**
 - 2.3.1. **Background Information:**

Jail: The Boone County Jail, with an average population of 180 inmates per day, currently receives the contractual services of a physician to provide medical services for all inmates entrusted to the County. In many instances, the inmate population requires certain prescription drugs and medications that must be provided to them by the County. The Contractor shall provide pharmacy compounding services, infusion therapies and other related supplies and services as written by the County contract physician or contracted County Nurse Practitioner.
 - 2.3.2. **Prescription Provision:** The County will provide the prescription and all other pertinent information to the pharmacy by phone, fax, or in person by an authorized person in the medical field.
 - 2.3.3. **Average Wholesale Price: (AWP)** shall mean the average wholesale price (current cost) of the dispensed medication as defined by the First Data Bank. On the *Response Page*, the Bidder shall indicate the price list their firm will utilize under this bid.
 - 2.3.3.1. Bid prices for prescription drugs shall be based on the most currently published First Data Bank Average Wholesale Price (AWP).
 - 2.3.4. **Price Adjustments:** Medication prices will be allowed to change, but only as the price list changes, and only after a new price list is provided to Boone County. The quoted discounts and processing fees shall remain the same for the term of this contract. Updated price lists only need to be provided to the County when inmates are in current treatment by Contractor.
 - 2.3.5. **Price List:** Contractor must supply the Boone County Jail with a current copy of the First Data Bank Book Average Wholesale Price (AWP) Publication, as well as all Addendums as they become available at no additional charge. The price list shall be provided to the County within 10 days of award. Boone County prefers computer readable media, but will accept printed copy.
 - 2.3.6. **Sub-Contractors:** Subcontracting of any of the services required by this bid must be approved through the County Designee.
 - 2.3.7. **Storage:** The Boone County Jail will provide appropriate locked and double-locked storage areas for controlled medications, starter medications, and medications requiring refrigeration. The Contractor is responsible for making sure that storage areas meet D.E.A., Missouri Board of Pharmacy, Missouri Medical Board, and Missouri Nursing Board rules and regulations.
- 2.4. **Contractor Responsibility / Service Requirements:**
 - 2.4.1. **Pharmacy Services:** Contractor shall provide compounded, sterile compounded prescription solutions (Pharmacy Services) for use in the treatment of County’s inmates, as requested by County from time to time. Compounded solutions shall be prepared aseptically in accordance with the prescription. The finished pharmaceuticals shall be appropriately labeled. All Pharmacy Services shall comply with the prescribing physician’s order.
 - 2.4.2. **Delivery:** The Boone County Jail Medical Supervisor will determine the best delivery site and times that

will maintain security and efficiency. The Contractor shall deliver the requested Pharmacy Services to the location designated as frequently as necessary as defined by pharmaceutical stability and the prescription.

- 2.4.3. **Availability:** The Contractor shall be available to provide Pharmacy Services on a twenty-four (24) hour per day, seven (7) day per week basis.
- 2.4.4. **Quality of Care and Standards:** Contractor shall ensure that all Pharmacy Services furnished are performed by appropriately qualified and licensed or certified, as appropriate, personnel. In addition, (i) Contractor shall have a quality assurance program for intravenous mixing; (ii) The product and prescription labeling procedure utilized by Contractor shall follow appropriate state, federal and local laws and regulations; (iii) Contractor shall maintain such documentation and records as required by Contractor's internal policies and procedures which have been communicated to the County; and (iv) At County's advance written request, County representative(s) shall be permitted access to Contractor's facilities during normal business hours to review Contractor's operations.
- 2.4.5. **Consultative Services:** Contractor shall advise County and the prescribing physician on the course of Pharmacy Services as requested and as appropriate. Contractor shall maintain an active pharmacy profile for each inmate patient during the course of Pharmacy Services hereunder.
- 2.4.6. **Poles, Pumps:** Contractor shall provide for each inmate receiving Pharmacy Services, during the course of such Pharmacy Services, the equipment necessary and appropriate for the administration of the Pharmacy Services. County will insure that all such equipment is promptly returned to contractor upon the earlier to occur of discharge of the inmate from County or termination of Pharmacy Services for the inmate.
- 2.4.7. **Nursing Services:** Nursing services for the administration of the Pharmacy Services will be furnished by Contractor on a case-by-case basis, following the written request of County.
- 2.4.8. **Pharmaceutical Destruction:** The Contractor shall be responsible for destroying any medications which have been dispensed for specific inmates who are no longer within the facility or otherwise may not be re-distributed. The Contractor shall be responsible for maintaining destruction records and making a report available to the Boone County Medical Supervisor. At the end of the contract period, the Contractor shall be responsible for removing any and all medications if the Contractor's contract is not renewed with Boone County.
- 2.4.9. **Credentials:** All employees and subcontractors of Contractor who perform services hereunder shall be duly licensed and certified (as required by applicable law), shall meet, where applicable, the requirements set forth in the Medicare Conditions of Participation for Home Health Agencies, now set forth at 42 C.F.R. 3484.1 et seq. (as amended or recodified from time to time or any substitute or successor regulations), and the requirements of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), and shall be otherwise appropriately trained and experienced in the provision of their respective duties. The personnel provided by Contractor shall provide services at all times in accordance with applicable federal, state and local laws and regulations, and the policies, procedures and directives of their respective employers, as they now exist or may hereafter be modified from time to time and physician orders.
- 2.4.10. **Designated Contact:** The Contractor shall appoint a person or persons to act as a primary contact for the County Medical Supervisor. This person or back-up shall be readily available during normal work hours by phone or in person, and knowledgeable of the terms and procedures involved in this contract.
- 2.4.11. **Pharmacist List:** The Contractor shall supply a complete current list of the names of all pharmacists who fill prescriptions and submit it to the Boone County Medical Supervisor during the first month of the contract. This list should be updated as necessary throughout the contract period.
- 2.4.12. **Access to Books and Records:** All reports and records dealing with Pharmacy Services for inmates treated by Contractor during contract period shall be open to County for examination.
- 2.4.13. The Contractor shall maintain, during the term of this contract, sufficient trained personnel who are capable of communicating on a knowledgeable basis with the prescribing physician, and other authorized medical professionals, for the purpose of insuring that all prescriptions conform to the client's pharmaceutical needs.
- 2.4.14. **Stock:** Every effort should be made to fill the inmate's prescription at the time it is submitted.
- 2.4.15. **Dispensing Process:** During the dispensing process, the Contractor must accurately dispense the prescribed medications in accordance with all applicable legal, professional, and industry standards using the least expensive bio equivalent generic drug available whenever generic drug is less expensive than the

brand name equivalent, unless otherwise specified by the physician. If the pharmacist deems a need for an exception, the County contact person is Heidi Fussner, Boone County Medical Representative, (573) 875-1111.

- 2.4.15.1. The Prescription drug must be therapeutically equivalent (“A” rating) by the FDA as published in the current edition of the Approved Drug Products with Therapeutic Equivalent Evaluations.
- 2.4.16. **Confidentiality:** The Contractor agrees to maintain the confidentiality of Boone County’s client information. The confidentiality of any client information submitted by the County to the Contractor shall be maintained by the Contractor in the same manner as the Contractor’s internal confidential information.
- 2.4.16.1. The disclosure of client information to any unauthorized person by the Contractor shall be considered by the County to be a breach of the terms and conditions of this bid. The Contractor agrees to immediately inform the County of the disclosure of any of the previously listed information to any unauthorized party.
- 2.4.17. **Invoices:** An invoice shall be included with the monthly report and shall contain sufficient detail to allow for proper audit and post-audit thereof. The Contractor understands and agrees the County may deduct or reduce any itemized cost contained in any billing statement or invoice when said item does not conform to the terms and conditions of this bid.

The County’s contract number should appear on the invoice. All invoices must include the following information:

1. Service Date(s) – date prescription filled.
2. Inmate Name
3. Itemized List of pharmaceuticals and Description of Services

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.4.17.1.. Invoices should be submitted to the Boone County Jail for payment, which will be made 30 days after receipt of a correct and valid monthly statement. The Boone County Medical Representative will review all billing prior to authorization. Any discrepancies will be reported to the Contractor in writing. Payment for discrepancies will be withheld until the Contractor provides a satisfactory invoice.
Billing address: Boone County Jail, Attn: Nurse Practitioner, 2121 County Drive, Columbia, MO 65202.
- 2.4.18. **Usage Reports:** The Contractor must supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative as requested.
- 2.5. **Contractor’s Insurance:**
 - 2.5.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
 - 2.5.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
 - 2.5.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including

accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.5.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.5.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.7. **Special Conditions and Requirements**
- 2.7.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org
- 2.8. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form – Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. Pharmacy Service: We propose to furnish and deliver pharmacy services and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

Please complete the per-diem drug rate and complete the AWP discount

ITEM	DESCRIPTION	Per-Diem	Drug Rate
4.8.1.	Infusion Therapy		
	TPN Infusion	\$ _____	AWP - _____ % for Lipds & non-TPN drugs
	All other Infusion Therapies	\$ _____	AWP - _____ % of drug
	Enteral Therapy	\$ _____	AWP - _____ % of Formula
	Catheter Care Maintenance	\$ _____	n/a
4.8.2.	Pharmacy Services		
	Pharmacist Charge after Hours		\$ _____ /hour

Note: Per Diem is a daily charge that includes infusion pump/pole, ancillary supplies for maintenance of infusion access, professional services, and delivery/pick-up product and equipment.

4.8.3. Price List Utilized for Pricing _____

4.8.4. Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:

4.8.5. Service to start within _____ calendar days after receipt of *Notice to Proceed* and *Purchase Order*

4.8.6. **Emergency Twenty-Four Hour Service Contact:**

4.8.6.1. Name: _____

Telephone Number: _____

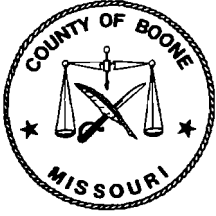
4.9. **Specify the Address of the Pharmacy that will be Servicing this Account:**

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

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Today's Date: _____



Standard Terms and Conditions

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Melinda Bobbitt, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

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 shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

**Boone County Purchasing
Melinda Bobbitt
Director**



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

“NO BID” RESPONSE FORM

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. **Please FAX this “No Bid” Response Form to our office @ (573) 886-4390.**

If you have questions, please call the Purchasing Office at (573) 886-4391. Thank you for your cooperation.

Bid Number 53-22NOV11 – Pharmacy Compounding Services

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

150 -2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

15th

day of

March

20 12

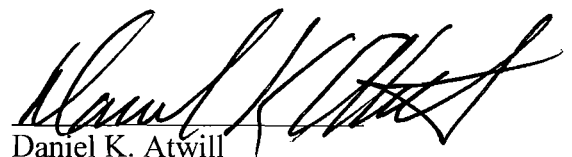
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 7183 N. Wagon Trail Road (parcel # 12-401-18-00-005.00 01).

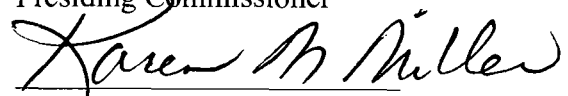
Done this 15th day of March, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	March Session
7183 N. Wagon Trail Rd.)	January Adjourned
Columbia, MO 65202)	Term 2012
)	Commission Order No. <u>150-2012</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 15th day of March 2012, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: tires, mattresses, trash, junk, broken furniture, derelict and inoperable appliances and an unlicensed, inoperable and derelict 4-door Geo Prizm vehicle on the premises
4. The location of the public nuisance is as follows: 7183 N. Wagon Trail Road, a/k/a parcel# 12-401-18-00-005.00 01, Section 18, Township 49, Range 12 as shown in deed book 3358 page 0005, Boone County
5. The specific violation of the Code is: tires, mattresses, trash, junk, broken furniture, derelict and inoperable appliances in violation of section 6.5 of the Code and an unlicensed, inoperable and derelict 4-door Geo Prizm vehicle in violation of section 6.9 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 28th day of January 2012, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

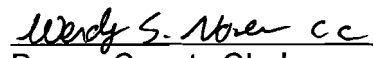
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:

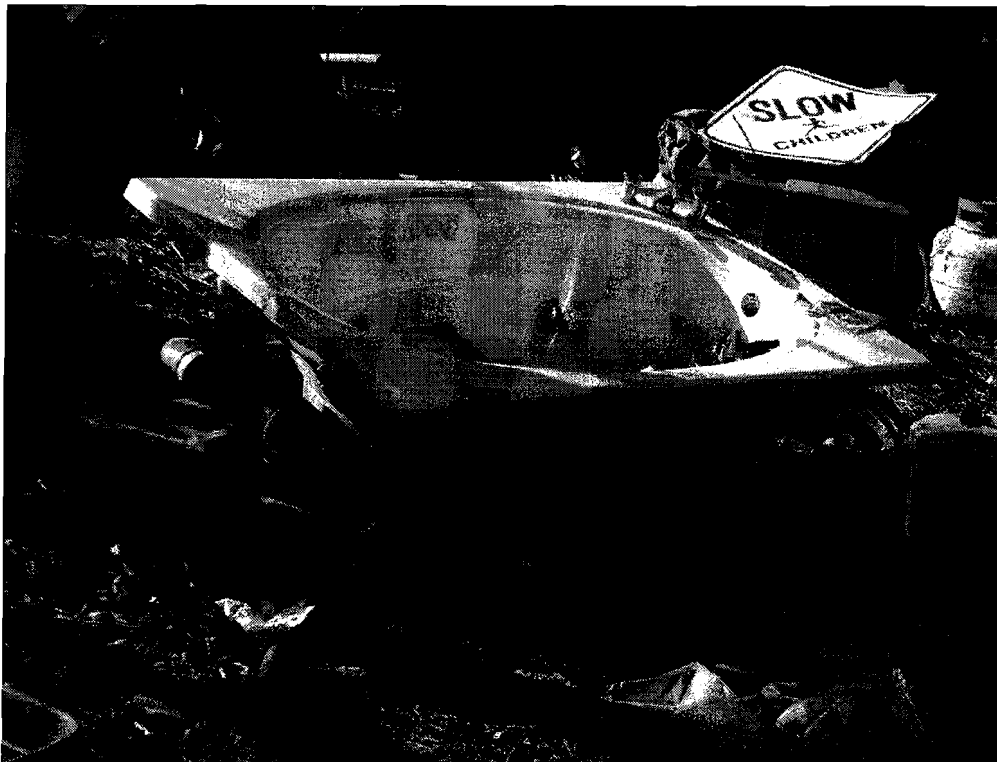


Boone County Clerk

7183 N. WAGON TRAIL ROAD, LOT #4
TAKEN 3/1/12 @ ~ 10:30 AM

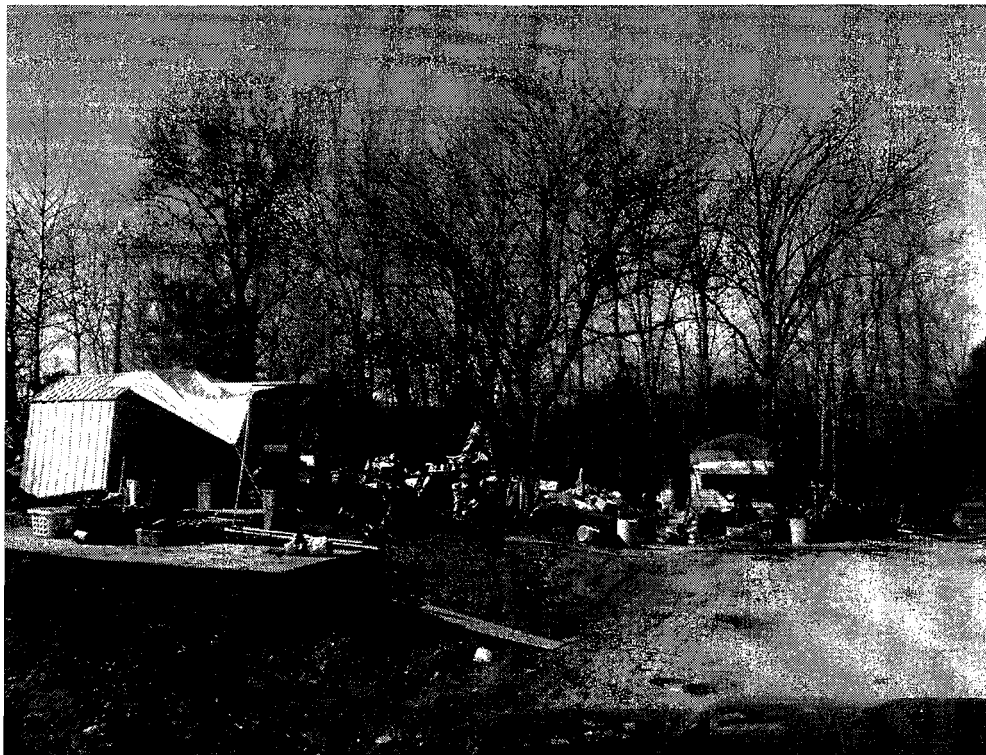


7183 N. WAGON TRAIL ROAD, END OF ROAD #2
TAKEN 3/1/12 @ ~ 10:30 AM



7183 N. WAGON TRAIL ROAD, END OF ROAD #2

TAKEN 3/1/12 @ ~ 10:30 AM



7183 N. WAGON TRAIL ROAD, UNKNOWN LOT NUMBER
TAKEN 3/1/12 @ ~ 10:30 AM



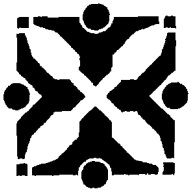
7183 N. WAGON TRAIL ROAD, LOT #27
TAKEN 3/1/12 @ ~ 10:30 AM





Hoffman Family Trust
7183 N. Wagon Trail Road – trash and vehicle violations
TIMELINE

- 1/12/12: citizen complaint received
- 1/25/12: initial inspection conducted
- 1/27/12: notice of violation sent to owner
- 1/28/12: owner signed for notice
- 1/30/12: spoke with owner via telephone
- 2/16/12: 2nd reinspection conducted – several items not abated
- 2/17/12: left telephone message for owner – never returned
- 3/1/12: 3rd reinspection conducted – several violations not abated – pictures taken at ~ 10:30 am
- 3/3/12: hearing notice sent
- 3/9/12: spoke with owner via telephone – listed items still not abated – reminded of hearing



HEARING NOTICE

Hoffman Family Trust
7181 N. Wagon Trail Road
Columbia, MO 65202-9468

An inspection of the property you own located at 7183 N. Wagon Trail Road (parcel # 12-401-18-00-005.00 01) was conducted on January 25, 2012 and revealed tires, mattresses, trash, junk, broken furniture, derelict and inoperable appliances and an unlicensed, inoperable and derelict 4-door Geo Prizm vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Sections 6.5 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Thursday, March 15, 2012 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 03 day of March 2012 by [Signature]

File Edit Commands Help
 SUNDLAND PUBLIC SECTOR
 NavLine

5155
 Events
 Email log
 Reminders
 Work requests

Call Information
 Call ID: 5155 Status: Open Entity: City of Columbia
 Description:
 Comments
 Joicy stapleton 881 0758 trailer # .20 Wagon Wheel Trailer Park front yard full of junk large pile of junk at end of 2nd road in Wagon Wheel Trailer Park.

Call Details Call type: CE-County Nuisance Entry date/time: 01/12/2012 08:14:45 Entry user ID: Nichols, Denise M. - HL ASA Origin: Work group: Environmental Health	Contact Information Contact ID: 154830 Contact name: Undefined Home phone: (573) 999-9999 Customer: Location: Service:
---	---

Call Assignment/Notification Contact notification: Call back Notification date: Email updates: No Notification user: Forward to user: Vellema, Kristine - Health	Close Information Close date/time: 00:00:00 Close user: Elapsed time: Action taken:
--	--



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Hoffman Family Trust
7181 N. Wagon Trail Road
Columbia, MO 65202-9468

An inspection of the property you own located at 7183 N. Wagon Trail Road (parcel # 12-401-18-00-005.00 01) was conducted on January 25, 2012 and revealed the following on the premises:

- trailer #1: tires
- trailer #4: mattresses, trash, junk
- trailer #5: tires, broken furniture, junk and trash
- trailer #6: tires
- trailer #9: an unlicensed, inoperable and derelict red and white Chevrolet pickup truck
- trailer #13: junk, trash
- trailer #15: an unlicensed, inoperable and derelict white Ford pickup truck, trash, tires
- trailer #16: junk, trash
- trailer #17: furniture, junk, trash, tires
- behind trailer #22: tires
- trailer #23: tires
- trailer #27: broken furniture, junk, and a black 4-door Geo Prizm vehicle
- at end of center roadway: junk, broken furniture, trash, tires, derelict and inoperable appliances

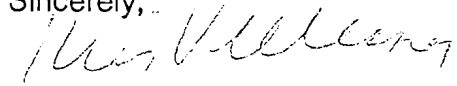
This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,



Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 27 day of January 2012 by NI.

Service



Search USPS.com or Track Package

Quick Tools

Ship a Package

Send Mail

Manage Your Mail

Shop

Business Solutions

Track & Confirm

GET EMAIL UPDATES

PRINT DETAILS

YOUR LABEL NUMBER	SERVICE	STATUS OF YOUR ITEM	DATE & TIME	LOCATION	FEATURES
7011115000086647188		Delivered	January 28, 2012, 1:09 pm	COLUMBIA, MO 65202	Certified Mail™
		Dispatched to Sort Facility	January 27, 2012, 6:48 pm	COLUMBIA, MO 65203	
		Acceptance	January 27, 2012, 1:49 pm	COLUMBIA, MO 65203	

Check on Another Item

What's your label (or receipt) number?

Find

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- Privacy Policy ›
- Terms of Use ›
- FOIA ›
- No FEAR Act EEO Data ›

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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		5.75
Total		

Postmark
 COLUMBIA MO
 JAN 27 2012
 USPS

Si Hoffman Family Trust
 Si 7181 N. Wagon Trail Road
 or
 Ci Columbia, MO 65202-9468

PS See Reverse for Instructions

Parcel 12-401-18-00-005.00 01

Property Location 7183 N WAGON TRAIL RD

City	Road	COUNTY ROAD DISTRICT (CO)	School	HALLSVILLE (R4)
Library	Fire	BOONE COUNTY (F1)		

Owner HOFFMAN FAMILY TRUST
 Address 7181 N WAGON TRAIL RD
 City, State Zip COLUMBIA, MO 65202-9468

Subdivision Plat Book/Page
 Section/Township/Range 18 49 12

Legal Description MEPT. W 1/2 NW
 Deeded Acreage 13.68
 Calculated Acreage 15.1

Deed Book/Page 3358 0005 3023 0006 0313 0499

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RA	26,960	29,500	56,460	RA	5,122	5,605	10,727
Totals	26,960	29,500	56,460	Totals	5,122	5,605	10,727

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.



QUIT-CLAIM DEED

THIS INDENTURE, made on the 17th day of July, A.D. Two Thousand Eight by and between:

Grantors STARR ANN HARDY, a single person, of the County of **BOONE**, in the State of **MISSOURI**, party of the First Part, and

Grantees GLENN W. HOFFMAN trustee under the HOFFMAN FAMILY TRUST, dated October 29, 2003 of the County of **BOONE**, and State of **MISSOURI**, party of the Second Part:

Grantee's mailing address is: 7181 N. Wagon Trail Rd., Columbia, MO 65202

WITNESSETH, That the said party of the First part in consideration of the sum of ten dollars and other valuable considerations paid by the said party of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party of the Second Part, the following described real estate lying, being and situate in the County of Boone and State of Missouri, to-wit:

Tract 1

A PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 49, RANGE 12, CONTAINING 15.64 ACRES MORE OR LESS AS SHOWN BY SURVEY RECORDED IN BOOK 312, PAGE 382 OF THE BOONE COUNTY RECORDS AND INCLUDING LOT 1 OF WAGON WHEEL COURT SUBDIVISION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 12, PAGE 19, RECORDS OF BOONE COUNTY, MISSOURI.

And Tract 2

LOT ONE (1) OF WAGON WHEEL COURT SUBDIVISION, LOCATED IN THE WEST HALF (W ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 18, TOWNSHIP 49 NORTH, RANGE 12 WEST, AND RECORDED IN PLAT BOOK 12, PAGE 19, RECORDS OF BOONE COUNTY, MISSOURI.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 12

County of Boone

} ea.

In the County Commission of said county, on the

15th

day of

March

20 12

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

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the 2011 tax sale surplus relating to parcel 16-501-00-07-018.00

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owners of record at the time the subject property went to tax sale were Marvin Dean Benthall and Lori Z. Benthall, husband and wife. Marvin Dean Benthall died on July 16, 2011. Lori Z. Benthall has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The Death Certificate of Marvin Dean Benthall, the verified surplus claim, a copy of the Deed recorded at Book 3218, Page 69, Boone County Records, and other supporting documentation filed by Lori Z. Benthall are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to her office and made a part of the record before the Commission, is satisfied that Lori Z. Benthall is the owner of the subject property as the surviving spouse and as such is entitled to the total surplus of \$14,950.45, and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to Lori Z. Benthall in the amount of \$14,950.45 via check payable to Lori Z. Benthall in that amount.

Done this 15th day of March, 2012.

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

Absent
Skip Elkin
District II Commissioner

Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri
Date and Time: 09/25/2007 at 10:00:30 AM
Instrument # 2007024722 Book:3218 Page:69
Grantor K & K PROPERTIES OF COLUMBIA LLC
Grantee BENTHALL, MARVIN DEAN

Instrument Type: WD
Recording Fee \$27.00 \$
No of Pages 2

Bette Johnson
Bette Johnson, Recorder of Deeds



File Number: 221050

GENERAL WARRANTY DEED

This Deed, made and entered on September 24, 2007 by and between

K & K Properties of Columbia, L.L.C., a Missouri Limited Liability Company, whose mailing address is 1708 Chapel Wood Rd., Columbia, MO 65203, of the County of Boone, State of Missouri, Party of the First Part, GRANTOR, and

Marvin Dean Benthall and Lori Z. Benthall, husband and wife, whose mailing address is 3913 GailCrest Dr., Columbia, MO, 65203, Parties of the Second Part, GRANTEES.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN SELL, CONVEY AND CONFIRM unto the said parties of the second part, the following described real estate, situated in the County of Boone and State of Missouri, to-wit:

Lot Eighteen (18) of West Lawn Subdivision Plat No. One (1) as shown by plat thereof recorded in Plat Book 36, Page 30, records of Boone County, Missouri.

Also known as: 3913 GailCrest Dr., Columbia, MO, 65203

Subject to building lines, conditions, restrictions, and easements, and zoning regulations of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said parties of the second part, and to the heirs and assigns of such parties forever.



February 16, 2012

Ms. Nicole Galloway
Boone County Treasurer
Boone County Government Center
801 E. Walnut, Room 205
Columbia, MO 65201

RE: Surplus Claim – BENTHALL

To Whom It May Concern –

Recently we contacted you regarding the claim listed above. As requested, please find the following enclosed:

1. Your Claim Form – signed and notarized
2. Affidavit of Lori Z. Benthall
3. Death Certificate for Marvin D. Benthall
4. Photo ID – MO Drivers License for Lori Benthall
5. Power of Attorney form for attorney/client relationship for processing claim request

As such, we request that you release a check in the amount of the surplus to Lori Benthall, the rightful owner of these funds.

Thank you for your prompt attention to this matter, and please feel free to contact me if you have any questions or need additional documentation.

S re

Chip mmings

RECEIVED:
FEB 22 2012
TREASURER'S OFFICE

5005 Plainfield Ave. NE – Suite 300 – Grand Rapids - Michigan - 49525
616.977.7900 - 866.977.7900 toll-free
www.NorthwindInternational.com



Nicole Galloway, CPA
Boone County Government Center
801 E. Walnut RM 205
Columbia, MO 65201-7798
Telephone 573-886-4365 Fax 573-886-4369

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Lori Benthall, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$14,950.45 resulting from the tax certificate sale conducted by the Boone County Collector on August 22, 2011. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount.

Property: Parcel # 16-501-00-07-018.00 Sec 16 T 48 R 13
Parcel address: 3913 Gailcrest Dr, Columbia, MO 65203
Legal Description: L18 Plat 1 West Lawn SD as shown in Plat/Book Page 36/30

Current mailing address: c/o Northwind International Corp.
5005 Plainfield Ave. NE, Suite 300

Street
Grand Rapids MI 49525-1050
City State Zip

Social Security Number 498-82-16 24
Driver's License/State ID Number L211078007 State of Missouri
Daytime Telephone Number(s) (616) 977-7900

Signature _____ Date 2.

State of _____
County of _____

On this 13th day of October in the year 2012, before me, the undersigned notary public, personally appeared Lori known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein set my hand and official seal.

RI
Notary Public
STATE OF
Boone
My Commission 7, 2015

Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201
YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).
Once paperwork is received and verified a check will be issued and mailed to address above.

AFFIDAVIT

Comes now affiant, and states:

I, Lori Z. Benthall, am the surviving spouse of MARVIN DEAN BENTHALL as evidenced in the Certificate of Death dated August 17, 2011, and filed in Boone County, MO on August 17, 2011.

I am of adult age and am fully authorized to administer and act as to the affairs of Marvin Dean Benthall. The following representations are true according to my personal knowledge and belief:

1. I am the sole surviving beneficiary of the surplus funds held by Boone County Treasurer, State of Missouri in the amount of \$14, 950.45 as filed on August 22, 2011.

I swear or affirm under the penalties of perjury that the foregoing representations are true.

Signature of Affiant:

Lori Z. Benthall

Dated

State of Missouri
County of Boone

On this 13th day of February in the year 2012 before me,
the undersigned notary public, personally appeared

, known to me to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they
executed the named for the purposes therein contained. In witness whereof, I hereunto set my
hand and official seal.

Ruth Thiesler
Notary

(seal)

My Commission Expires: 3-17-2015

- Notary Seal
MISSOURI

My Commission

2015

1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix)
 Marvin Dean Benthall

2. SEX
 Male

3. DATE OF BIRTH
 March 7, 1969

4. PLACE OF BIRTH
 St. Louis, Missouri

5. SOCIAL SECURITY NUMBER
 499-68-1530

6. ZIP CODE
 65203

7. HOME PHONE
 none

8. COUNTY OF DEATH
 Columbia

9. ZIP CODE
 65203

10. YES NO

11. ARMED FORCES?
 Yes No

12. INFORMANT'S NAME (First, Middle, Last, Suffix)
 Lori Zager

13. ADDRESS
 3813 Gailcrest Court, Columbia, 65203

14. CARE FACILITY Decedent's Home Other

15. COUNTY OF DEATH
 Columbia

16. ZIP CODE
 65203

17. Inpatient Emergency Room/Outpatient

18. None

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POWER OF ATTORNEY
(Limited)

I, FORT Z. BENTHALL
hereby appoint NORTHWIND FINANCIAL CORPORATION as
my true and lawful attorney for me and in my name and stead, and for my use and
benefit to claim escrow/account overage funds held for me by the State of Missouri
and/or Boone County in the amount of \$14,950.45

Giving and granting unto my said attorney in fact full authority and power to
do and perform any and all other acts necessary or incident to the performance and
execution of the powers herein expressly granted with power to do and perform all
acts authorized hereby; as fully to all intents and purposes as the Grantor might or
could do if personally present.

This Power of Attorney will cease twelve (12) months from date hereof.

Dated this 13th day of July

Signed

State of Missouri)
County of Boone) ss

I, the undersigned Notary Public in and for the State of Missouri
hereby certify that on the 13th day of July 2012
personally appeared before me Fort Z. Benthall
to me known to be the individual(s) described in and who executed the within
instrument, and acknowledged that he/she/they signed the same as his/her/their
free and voluntary act and deed, for the uses and purposes therein mentioned.

Signed
Notary Public in and for the State of
residing at
mission expires 3/7-2015



Westlaw

V.A.M.S. 140.230

Page 1

▷

Vernon's Annotated Missouri Statutes Currentness

Title X. Taxation and Revenue

Chapter 140. Collection of Delinquent Taxes Generally (Refs & Annos)

Real Estate Taxes

→ 140.230. Foreclosure sale surplus—deposit ed in treasury—eschea ts, when

1. When real estate has been sold for taxes or other debt by the sheriff or collector of any county within the State of Missouri, and the same sells for a greater amount than the debt or taxes and all costs in the case it shall be the duty of the sheriff or collector of the county, when such sale has been or may hereafter be made, to make a written statement describing each parcel or tract of land sold by him for a greater amount than the debt or taxes and all costs in the case together with the amount of surplus money in each case. The statement shall be subscribed and sworn to by the sheriff or collector making it before some officer competent to administer oaths within this state, and then presented to the county commission of the county where the sale has been or may be made, and on the approval of the statement by the commission, the sheriff or collector making the same shall pay the surplus money into the county treasury, take the receipt in duplicate of the treasurer for the surplus of money and retain one of the duplicate receipts himself and file the other with the county commission, and thereupon the commission shall charge the treasurer with the amount.

2. The treasurer shall place such moneys in the county treasury to be held for the use and benefit of the person entitled to such moneys or to the credit of the school fund of the county, to be held in trust for the term of three years for the publicly recorded owner or owners of the property sold at the delinquent land tax auction or their legal representatives. At the end of three years, if such fund shall not be called for, then it shall become a permanent school fund of the county.

3. County commissions shall compel owners or agents to make satisfactory proof of their claims before receiving their money; provided, that no county shall pay interest to the claimant of any such fund.

CREDIT(S)

(R.S.1939, § 11159. Amended by L.1990, H.B. No. 1284, § A; L.2003, S.B. No. 295, § A; L.2010, H.B. No. 1316, § A.)

HISTORICAL AND STATUTORY NOTES

enue Main Volume

The 1990 amendment, divided subsec. 1 into two sentences by substituting “in each case. The statement” for “in

V.A.M.S. 140.230

Page 2

each case, which statement", and in the second sentence of subsec. 1 deleted "hereafter" following "sale has been or may"; and in subsec. 2, deleted "and" at the beginning of the first and second sentences, and substituted "seven years" for "twenty years" in the first sentence.

L.2003, S.B. No. 295, § A, in subsec. 1, following "costs in the case", deleted ", and the owner or owners, agent or agents cannot be found," and, in the second instance of "costs in the case", deleted ", and for which no owner or owners, agent or agents can be found,"; in subsec. 2, in two places, substituted "three years" for "seven years".

2010 Electronic Update

2010 Legislation

L.2010, H.B. No. 1316, § A, in subsec. 1, substituted "surplus" for "overplus"; and, in subsec. 2, inserted "in the county treasury to be held for the use and benefit of the person entitled to such moneys or", "publicly recorded", and "of the property sold at the delinquent land tax auction".

enue Main Volume

Prior Laws and Revisions:

L.1939, p. 878, § 2.

L.1933, p. 425, § 1.

R.S.1929, § 9959.

R.S.1919, § 12949.

R.S.1909, § 11502.

R.S.1899, § 9306.

R.S.1889, § 7685.

L.1883, p. 147.

L.1881, p. 192.

CROSS REFERENCES


Escheats, see § 470.010 et seq.

LIBRARY REFERENCES

enue Main Volume

V.A.M.S. 140.230

Page 3

Taxation  2978 to 2979.
Westlaw Topic No. 371.
C.J.S. Taxation §§ 1197 to 1200.

NOTES OF DECISIONS

Investment of surplus I

I. Investment of surplus

Surplus funds received by county collector from sale of property for taxes are to be deposited with county treasurer as provided for under this section, and invested as provided for under Const. Art. 9, § 7, and § 166.131. Op. Atty. Gen. No. 435, Paul, 12-20-71.

V. A. M. S. 140.230, MO ST 140.230

Statutes are current through the end of the 2010 Second Regular Session of the 95th General Assembly, pending corrections received from the Missouri Revisor of Statutes. Constitution is current through the November 4, 2008 General Election.

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END OF DOCUMENT

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word/_rels/document.xml.rels	817	1/2/80 12:00 AM
word/theme/theme1.xml	6,992	1/2/80 12:00 AM
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 15th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the attached resolution concerning acceptance and compliance with various requirements to obtain financial assistance from the United States Department of Agriculture, Rural Development.

Done this 15th day of March, 2012.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner
[Signature]
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

A RESOLUTION/ORDINANCE OF THE Boone County Commission
OF Boone County, Missouri
CONCERNING ACCEPTANCE AND COMPLIANCE WITH VARIOUS
REQUIREMENTS TO OBTAIN FINANCIAL ASSISTANCE FROM THE UNITED
STATES OF AMERICA, ACTING THROUGH THE UNITED STATES
DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT.

BE IT RESOLVED BY THE Boone County Commission OF
Boone County, MISSOURI, AS
FOLLOWS:

Section 1. (Definitions).

- A. Boone County Commission will also be referenced as "applicant",
"recipient", "participant" and "grantee" throughout this document.
- B. United States of America, acting through the United States Department of
Agriculture, Rural Development, will also be referenced as USDA Rural
Development and "RD" throughout this document.

Section 2. (Certifications).

The following listed forms with instructions are attached hereto and fully
incorporated as if set forth herein:

- A. Standard Form 424B (7-97), Assurances – Non-Construction Programs.
Standard Form 424D (7-97), Assurances – Construction Programs
- B. Form RD 400-1 (5/00), Equal Opportunity Agreement.
- C. Form USDA RD 400-4 (3-97), Assurance Agreement.
- D. Form AD-1047 (1/92), Certification Regarding Debarment, Suspension and
Other Responsibility Matters - Primary Covered Transactions.
- E. Form AD-1049 (5-90), Certification Regarding Drug-Free Workplace
Requirements (Grants) Alternative I - For Grantees Other Than Individuals.
This form is applicable only when a USDA grant is being made.
- F. Form USDA-RD 1910-11 (9/02), Applicant Certification Federal Collection
Policies for Consumer or Commercial Debts. This form is applicable only
when a USDA loan is being made.

G. FmHA Instruction 1940-Q, Exhibit A-1 (8-21-91), Certification for Contracts, Grants and Loans.

Section 3. Miscellaneous Provisions.

- A. If any section, subsection or part of this resolution, whether large or small, and whether set forth or incorporated herein by reference, is for any reason held invalid, the invalidity thereof shall not affect the validity of any of the other provisions of this resolution, whether large or small, and whether set forth or incorporated herein by reference.
- B. If any section, subsection or other part of this resolution is found to be in conflict with an actual form set forth or referred to herein, the version of the form which is in effect on the date of this instrument will be applicable.
- C. The signature of the Presiding Commissioner and the attestation by the County Clerk to this resolution shall act as the signature and attestation to each and every one of the requirements and and forms set forth and incorporated by reference in the Sections and subsections of this resolution as fully as if signed and attested to on individual documents or forms for each.

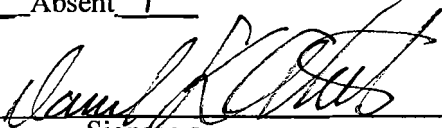
This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this 15 day of March, 2012.

The vote was: Yeas 2 Nays 0 Absent 1

(SEAL)

Attest:


Signature

Presiding Commissioner
Title

Wendy S. Nova cc
Signature

Deputy County Clerk
Title

CERTIFICATE

I, the undersigned, as County Clerk of Boone
County do hereby certify that the
County Commission is composed of 3 members, of whom
2, constituting a quorum, were present at a meeting thereof duly called and
held on the date passed; that the foregoing Resolution was adopted at such meeting by the
vote shown above; that passage of the foregoing Resolution is reflected in the official
minutes of said meeting; and that said Resolution has not been rescinded or amended in
any way.

Dated this 15 day of March, 2012.

Wendy S. Norem CC
Signature

Deputy County Clerk
Title

CONFLICT OF INTEREST

To assure the high standards of honesty, integrity and impartiality maintained by Federal employees, we ask you to identify any relative or close associate of yours who is also a Rural Development employee.

Your response will not affect your application status, but would allow us to make special provisions for processing.

Name of Organization

Official

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

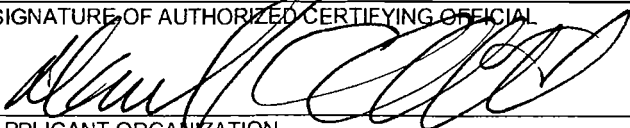
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Presiding Commissioner</i>
APPLICANT ORGANIZATION <i>Boone County Commission</i>	DATE SUBMITTED

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Presiding Commissioner</i>
APPLICANT ORGANIZATION <i>Breun County Commission</i>	DATE SUBMITTED

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated March 15, 2012 between
the Boone County Commission of Boone County, Missouri
(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as, but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient



Recipient

(CORPORATE SEAL)

Name of Corporate Recipient

Attest:

Secretary

By _____
President

USDA
Form RD 400-4
(Rev. 3-97)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018

The Boone County Commission of Boone County, Missouri
(name of recipient)
801 East Walnut, Room 333, Columbia, Mo 65201-7732
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. §14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Boone County Commission on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

[Signature]
Recipient

(SEAL)

Presiding Commissioner
Date
Title

Attest: _____
Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Boone County Commission
Organization Name

Manchester Heights Sanitary Sewer
PR/Award Number or Project Name

[Signature]
Name(s) and Title(s) of Authorized Representative(s)

Presiding Commissioner

Daniel K. Atwell - ~~Asst.~~

Signature(s)

3/15/2012
Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C.701 et seq.), 7 CFR Part 3017. Subpart F, Section 3017.600, Purpose. The January 13, 1989, regulations were amended and published as Part 11 of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 3)

Alternative I

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position

title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check If there are workplaces on file that are not identified here.

Bone County Commission
Organization Name

Manchester Heights Sanitary Sewer
Award Number or Project Name

Dan Atwill - Presiding Commissioner
Name and Title of Authorized Representative

[Signature]
Signature

3/15/2012
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace - requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or States criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

APPLICANT CERTIFICATION
FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

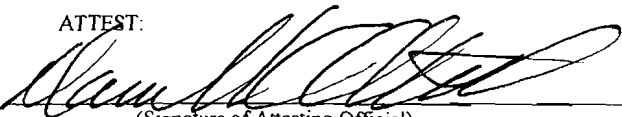
Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

<hr/> <i>(Signature-Individual(s))</i>	<hr/> <i>(Date)</i>	<hr/> <i>(Signature-Individual(s))</i>	<hr/> <i>(Date)</i>
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<hr/> (SEAL)	<hr/> (Date)	<hr/> <i>Boone County, Missouri</i> (Name of Applicant)
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ATTEST:



 (Signature of Attesting Official)
 Boone County Clerk

 (Title of Attesting Official)

 (Signature of Authorized Entity Official)
 Presiding Commissioner

 (Title of Authorized Entity Official)
 801 East Walnut

 (Address)
 Columbia, MO 65201

 (City, State, and Zip Code)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


(name)

3/15/2012
(date)

Presiding Commissioner
(title)

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 15th day of March 20 12

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

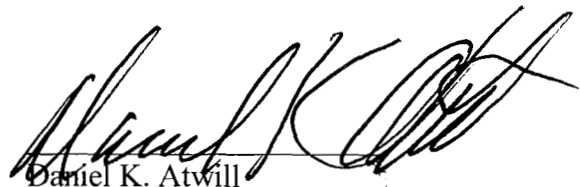
Now on this day the County Commission of the County of Boone does hereby appoint/ reappoint the following:

Name	Board	Period
Ann Gafke	Vicious Dog Advisory Board	Effective: 3/15/2012 Expires: 3/15/2015
Donald Bormann	Board of Equalization	Effective: 3/15/2012 Expires: 3/15/2016

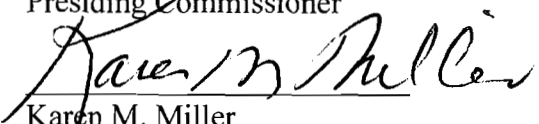
Done this 15th day of March, 2012.

ATTEST:

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



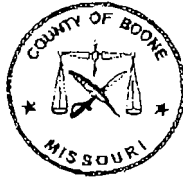
Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner

Absent _____
 Skip Elkin
 District II Commissioner

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

*Term -
3/15/12 thru 3/15/15
Supers*

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Vicious Dog Advisory Board Term: 1/27/2012

Current Township: Columbia Today's Date: 1/27/2012

Name: Ann Gafke

Home Address: 325 East Dripping Springs Road Zip Code: 65202

Business Address: 325 East Dripping Springs Road Zip Code: 65202

Home Phone: _____ Work Phone: 443-0716; 449-3989
Fax: 874-2316 E-mail: ann@dogschooling.com

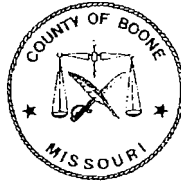
Qualifications: Owned and taught dog school in Columbia since about 1970/71. Evaluator for the American Kennel Club Canine Good Citizen program. Evaluator for the American Temperament Test Society (ATTS). Longest running guest of "Pepper and Friends (obedience and behavior) - Teach 22 dog classes a week. Extensive Dog Therapy Programs in City + County.
Past Community Service: Boone Co Vicious Dog Board - 4H Leader Boone Co President Hampton Dumpty Preschool; President Fairview Elementary School PTA President House Corporation Board Alpha Phi - MU Campus; Educational Programs on Dogs for University Schools; Reading To Rover - Daniel Boone Regional; Parks + Rec. - "Citius in the Park"
References: Tom Rose, DVM, Rolling Hills Veterinary Hosp - 449-3791 Park
Larry Lampton, MD, 1504 E. Broadway Ste 218. Phone - 815-2299

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Ann Gafke
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4311 FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

RECEIVED
FEB 09 2012
3/15/12-3/15/12

Term -
4 years

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Equalization Term: 1/27/2012

Current Township: Centralia Today's Date: 1/27/2012

Name: Donald Bormann

Home Address: 524 S. Miles Avenue Zip Code: 65240

Business Address: 101 W. Singleton St. Zip Code: 65240

Home Phone: _____ Work Phone: _____
Fax: 573-682-1111 E-mail: dbormann@centurytel.net

Qualifications: 4 years on Board of Equalization
Continuing education last year for BOE
30+ years experience as a land surveyor

Past Community Service: Pinnacles Youth Park Board, Downtown Optimist, Centralia Chamber of Commerce Board, Centralia Kiwanis, Centralia P&Z, Centralia Library Board, and others

References: Tom Schwecker
Betty Johnson

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Donald E Bormann
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311