

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 7th day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby authorize the attached 2011 Payroll Schedule.

Done this 7th day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

2011 Payroll Calendar

Payroll #	Payroll Requisition Due Date		Pay Date
January			
1	Monday Jan 3		Friday Jan 7
2	Friday Jan 14	**1	Friday Jan 21
February			
3	Monday Jan 31		Friday Feb 4
4	Monday Feb 14		Friday Feb 18
March			
5	Monday Feb 28		Friday Mar 4
6	Monday Mar 14		Friday Mar 18
April			
7	Monday Mar 28		Friday Apr 1
8	Monday Apr 11		Friday Apr 15
9	Monday Apr 25		Friday Apr 29
May			
10	Friday May 6	**2	Friday May 13
11	Monday May 23		Friday May 27
June			
12	Monday June 6		Friday June 10
13	Monday June 20		Friday June 24
July			
14	Friday July 1	**3	Friday July 8
15	Monday July 18		Friday July 22
August			
16	Monday Aug 1		Friday Aug 5
17	Monday Aug 15		Friday Aug 19
September			
18	Monday Aug 29		Friday Sept 2
19	Monday Sept 12		Friday Sept 16
20	Monday Sept 26		Friday Sept 30
October			
21	Friday Oct 7	**4	Friday Oct 14
22	Monday Oct 24		Friday Oct 28
November			
23	Friday Nov 4	**5	Thurs Nov 10
24	Friday Nov 19	**6	Friday Nov 25
December			
25	Monday Dec 5		Friday Dec 9
26	Friday Dec 19		Friday Dec 23

Please note **'s on dates above. Because of County Holidays due dates for payroll requisitions have been changed. Corresponding # (1 - 6) explanation on back of this document.

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STATE OF MISSOURI

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Term. 20 10

County of Boone

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In the County Commission of said county, on the

7th

day of December

20 10

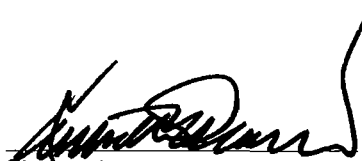
the following, among other proceedings, were had, viz:

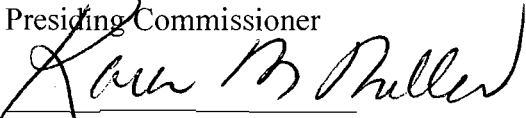
Now on this day the County Commission of the County of Boone does hereby award bid 36-17Aug10 Telephone Audit Services and Metered Service Audit Services, to AuditHead, LLC, of Tryon, North Carolina. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

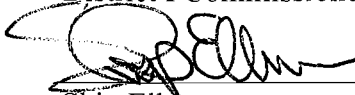
Done this 7th day of December, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 18, 2009
RE: 36-17AUG10 – Telephone Audit Services and Metered Service Audit Services

The Request for Proposal for a Telephone Billing Audit and a Metered Service Audit closed on August 17, 2010. Four proposal responses were received.

The evaluation committee consisted of June Pitchford, Boone County Auditor, Jan Fugit, Boone County Treasurer, Kelle Westcott, Account Specialist/Public Works, and Diana Vaughan, Court Clerk II, 13th Judicial Circuit Court.

The evaluation committee recommends award to AuditHead, LLC of Tryon, North Carolina (with a St. Louis office) for award of a Metered Service Audit, and TelePlus Solutions of Overland Park, Kansas for award of a Telephone Billing Audit.

Both contracts include auditing previous bills for historical savings and to look for ways to reduce and control expenses over County's present vendor contracts.

Compensation to TelePlus Solutions is a one-time fee equal to 50% of each refund and or credit generated by Contractor. For each savings generated from a recommendation which was implemented by County, TelePlus Solutions will be compensated a 50% split of savings for a period of 24 billing months based on actual savings realized and documented on the invoices.

Compensation to AuditHead, LLC is 35% on refund and/or credits and 35% of savings from cost reductions (both recommended and implemented) for a period of 18 months. Both vendors will only be compensated when savings have been realized by County.

Invoices for contingency fees will be charged to the various department/account appropriations where actual savings are realized.

ATT: Evaluation Report

cc: Proposal File
Evaluation Team

Evaluation Report for Request for Proposal

36-17AUG10 – Telephone Billing Audit (and/or Metered Service Audit or Other Proposed Audit Service)

OFFEROR #1: Cost Control Associates

It has been determined that Cost Control Associates has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Cost Control Associates has submitted a **non-responsive** proposal.

Note: offered local telephone, long distance, voice and data services, and utility such as electric, street lighting, water, sewer, natural gas, propane and oil costs.

Method of Performance

Strengths:

- Appear to have clearly defined service programs
- Program content and schedule (pg 5) appears comprehensive and reasonable.
- Offers Cost Recovery and Reduction program where analysts identify errors, submit claims and undertake refund negotiations when necessary to obtain refunds by credit to our accounts or refund checks.
- Will identify and present recommendations of cost-saving opportunities
- Will analyze existing usage and costs of cellular service and make recommendations for rate plan improvements.
- Fees paid are from refunds received or as a result of quantified cost savings, NOT on projected cost savings.
- Provided a clear timeline (9 months until final report)
- Over 90% of clients realize refunds and/or savings from their programs.
- No up front fees
- Reduced percent fee scale: 15-40%
- Review bills and contracts, then they work with vendors on any claims for refunds or to implement cost savings.
- "Comprehensive" Approach- appears that they do an extensive review. Review consists of: one invoice and customer service records from all carriers. Depending on which cell service plan we choose, they look at 6 to 12 months of usage and cost.

Concerns:

- **Cellular Rate Evaluation Service:** A one-time analysis fee based on the percentages above applied to the annual calculated cost savings, payable regardless of whether or not County implements.
- Their one time fee (cellular evaluation service) is based on their recommendations, payable regardless of whether or not the County chooses to implement the cost reduction recommendations.
- If they don't understand our needs and make bogus recommendations, they can charge us for these potential cost savings.
- Cost reduction amounts to be shared for 36 months.
- Fee structure lasts for 36 months regardless of cancellation or expiration of the contract

- If awarded contract, will need to obtain the Work Authorization and proof of enrollment.
- For the cellular services the county would need to choose the level of service we want. The fees could really vary on these based on the recommendations made.
- Given our decentralized structure, any recommendations would need to be thoroughly discussed with appropriate departmental personnel. It's unclear from the proposal if they understand our organizational structure and the impact it would have on a project such as this.
- Page 6, 2nd paragraph states that one month of bills is looked at for historical data. Page 8 says that 6-8 months of bills for cell phones.
- How many months of bills are looked at? Why was that number selected? How do you ensure that an error wasn't made in a previous month that is going undetected?

Experience/Expertise of Offeror

Strengths:

- The company has been in existence for 18 years, with clients of varying sizes.
- Awarded a contract from an RFP issued by Dallas County for National Association of Counties (NACo)
- Claim to have findings over 90% of the time and at a rate of 6% higher than other consultants.

Concerns:

- No Missouri references provided
- New York firm – not sure if there are any representatives close.
- Résumé's were not included; who would be assigned to this engagement?
- What is the "Paul Gerhardt" page for?

Comment: Minimal county personnel contact in comparison to others. (This is both strength and a concern as how would they understand our needs?)

Summary: Following the discussion and scoring of the proposal responses received during the initial review meeting on September 22, 2010, Cost Control Associates was not selected for further negotiations.

OFFEROR #2: AuditHead, LLC

It has been determined that **AuditHead, LLC** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **AuditHead, LLC** has submitted a **non-responsive** proposal.

Note: Offered local telephone, long distance, cellular and data services. Can also do cable, electricity, natural gas, propane and waste bill auditing service.

Method of Performance

Strengths:

- Program activities appear reasonable; time frame appears reasonable
- Will have credits/refunds issued for the past three years.
- They go back three years to audit.
- Audits are on a contingency basis.
- Flat 35% fee on realized savings.
- No fees due until results are seen.
- Successfully found a recovery and effectively reduced telecom costs in over 98% of the facilities audited.

Concerns:

- Is the percentage of refunds and/or credits of 35% just a one-time fee?
- Does the County pay the 35% fee for 36 months on cost reductions that are recommended and NOT implemented?
- If a change in providers is suggested, that may not be desirable for that County office. Many factors may need to be taken into consideration.
- They only look at one invoice (other than for cell phones). Concerned at how much can be gleaned from one invoice? (and then extrapolated over many months for their fee.)
- A portion of their fee is based on a percentage of cost reductions projected from both recommended and implemented savings for 36 months.
- Very little description of the nature and extent of interaction with county staff and discussion of recommendations.
- The description was very brief: bullet points rather than a narrative.
- How many months of bills are looked at? Why was that number selected? How do you ensure that an error wasn't made in a previous month that is going undetected?

Questions for clarification #1:

- Would AuditHead consider a contract just for auditing metered services?
- The County is interested in limiting contingency fee payments to no more than 18 months and preferably 12 months. Please propose pricing for a shorter period of time as outlined above. In addition, the County desires to pay a contingency fee for implemented recommendations only. Please describe how this will impact your contingency fee structure.

Experience/Expertise of Offeror

Strengths:

- Each member of their team has at least 15 years of experience in the telecommunications industry. Named the team members.
- Company has been in business for nine years; established in 2001.
- Extensive client list, and has provided this service for a lot of Counties.
- Over 98% of facilities audited have found a recovery and reduced costs.

Concerns:

- No Missouri references provided
- It is unclear what experience, if any, the staff have with metered utilities

Comment:

They intend to spend "a day or two" on site to evaluate the County's needs.

Summary: Following a through review of the proposal responses received, AuditHead LLC was selected for a metered audit services contract.

OFFEROR #3: TelePlus Solutions

It has been determined that TelePlus Solutions has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that TelePlus Solutions has submitted a **non-responsive** proposal.

Note: offered local telephone, long distance, cellular, pager, and data access bills

Method of Performance

Strengths:

- Can review and make recommendations about our current phone system: (i.e. new system recommended or changes needed to current system. Is Voice over IP the right technology for us?)
- Contingency fee only based on actual implementations, not just recommendations.
- No up front fees (on contingency fee method)
- County gets to approve the recommendations (before calculating their profit).
- Fee structure is a higher percentage but only for 24 months (the others are 36).
- RFP emphasizes working directly with each department and assisting county staff to better understand the various invoice components and to review recommendations.
- County would actually "pay" less dollar-wise at 50% for 24 months with this vendor than we do at 35% for 36 months with another vendor.

Concerns:

- On sample agreement, it states Historical Savings: ...compensate TelePlus Solutions a one-time fee of 50% of each refund....within fifteen days. (County can only pay within 30 days).
- On sample agreement, future savings compensated 50% split of savings for a period of 24 billing months (do they understand that this would have to be realized on an invoice?)
- Payment terms in sample agreement are unacceptable (invoices due upon receipt and if not paid within 15 days of invoice date, a late fee of \$30.00 will be applied).
- Not sure about "attorney's fees" in sample agreement.
- Their technique may involve a lot of county employee time, but this would allow them to understand the needs we have.
- Vendor would like our invoices to electronically go to them for 24 months (so they can monitor the implemented changes AND monitor how much their fee is.) Not sure if we can submit all invoices electronically.
- Does the firm include metered utilities in their scope of service? If yes, what is included in project documentation and fee structure? What has been their past experience in metered utilities auditing?
- Expand the description of the audit process. How many months of bills are looked at? Why was that number selected? How do you ensure that an error wasn't made in a previous month that is going undetected? Provide an example of the working document

from the formal proposal that would be provided to the County, as well as an example of an actual report that was generated to one of your clients (may black out name of client). Include for example, the findings, decisions, recommendations, etc.

Items for Clarification/BAFO #2

- The County is interested in limiting contingency fee payments to no more than 18 months and preferably 12 months. Please propose pricing for a shorter period of time as outlined above.
 - Vendor response will not consider a contract period less than 24 months.
- Please provide clarification for the following example. A phone line was created at the County because of grant funding. TelePlus Solutions identified a charge on this line that was not necessary. The County pays the identified savings to TelePlus for the next year, then at that time, the County no longer needs the phone due to no longer having the grant funding. Does the County continue to pay that savings through the end of the contract period even though we no longer have that line?
 - Vendor clarified the County only splits savings on actual savings realized.
- Please provide clarification for the following example. Boone County implements recommended plan changes or carrier changes and then discovers several months later that there were undesirable effects from those changes, and we switch back. Does the County still pay the realized savings for the full contracted months?
 - Vendor clarified that they will resolve the issue and we only pay on actual realized savings.
- Please provide clarification for the following example. The County has an existing contract. TelePlus makes a recommendation. The County implements the recommendation which breaks our existing contract. We receive a cancellation fee. Who pays that cancellation fee?
 - Vendor clarified if the cancellation fee cannot be waived, TelePlus cannot be compensated until the County realizes the savings.

Experience/Expertise of Offeror

Strengths:

- Principle staff have significant experience; over 20 years telecom auditing and consulting experience
- Provided service with savings for Cass County (a Missouri County, 2nd Class) and City of Harrisonville (although they do not grant reference requests).
- Located in Overland Park, KS and founded in 2004
- Names of owners included, they appear qualified with a good history of experience.
- Claim to have found savings when other firms could not.

Concerns:

- Small staff. Small firm; 2 principals (co-owners/founders). Identify how firm will staff this engagement.
- Average 20% savings

Summary: Following a through review of the proposal responses received, Teleplus Solutions was selected for a telecommunications audit services contract.

OFFEROR #4: LarsonAllen, LLP

It has been determined that LarsonAllen, LLP has submitted a responsive proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that LarsonAllen, LLP has submitted a non-responsive proposal.

Summary: Provided a non-responsive proposal due to taking an exception to RFP requirement: LarsonAllen will not name the County as an additional insured on their insurance coverage.

Summary:

This RFP was not requested by any specific office, but was undertaken due to vendors contacting the County offering their cost saving audit services. The County received three responsive proposals and one non-responsive proposal.

The first evaluation committee review meeting was September 22, 2010. At this meeting, the committee discussed, reviewed and scored the three responsive proposals. The committee determined that TelePlus Solution's response was the most complete and reflected the most desirable method of performance of all the responsive proposals submitted per the strengths outlined on page 6. The committee developed a list of clarification questions for the Clarification/Best and Final Offer #1 and submitted this to Teleplus Solutions and invited them in for a presentation/interview on October 5. During the October 5 meeting, the evaluation committee determined that TelePlus Solutions was unable to provide audit services for any metered services other than telecommunications. As a result, the County sent BAFO #2 to TelePlus Solutions to negotiate for telephone auditing services and sent BAFO #1 to Audit Head LLC to begin negotiations for a metered service audit. The committee met again on October 14 to review the BAFO responses received.

The committee believes these audit services would be of value to the County and a worthwhile endeavor. While significant cost recovery is not expected from either audit (telecommunications and metered), the committee believes that the primary benefit of these services will be in assisting the various County offices in optimizing the design of the varied and complex telecommunication and other metered services and controlling costs going forward. Furthermore, given the contingency fee base structure, the County does not incur any out of pocket cost.

Due to the County's decentralized structure, the committee realizes that this type of audit service will impact all County offices. However, unlike other RFPs, this request does not originate from a single office which would be responsible for implementation. As a result, the committee requests that the Commission consider the best way to handle the necessary communication and coordination required to ensure a successful outcome.

During the discussions, concerns were raised regarding granting on-line access to the County's various accounts and the potential risk of giving a third party access to confidential phone numbers. The County Commission may wish to explore these concerns further.

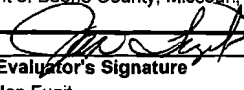
Should the Commission choose to proceed, the committee recommends the Commission award the telecommunication audit contract to TelePlus Solutions and the other metered services audit contract to AuditHead LLC. To minimize the impact on all offices involved, it may be advantageous to schedule the audits simultaneously.

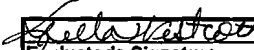
EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI
36-17AUG10 - Telephone Billing Audit (and/or Metered Service Audit or Other Proposed Audit
Initial Scoring for Short-Listing Offerors

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)
Cost Control Associates	13	15	28
AuditHead LLC	20	16	36
TelePlus Solutions	30	19	49

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation process. We have attached a brief narrative which represents our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

	9/22/2010
Evaluator's Signature	Date
June Pichford	Auditor

	9/22/2010
Evaluator's Signature	Date
Jan Fugit	Treasurer

	9/22/10
Evaluator's Signature	Date
Kelle Westcott	Public Works

	9/22/10
Evaluator's Signature	Date
Diana Vaughan	Court Administration

**CONTRACT AGREEMENT FOR
METERED SERVICE AUDIT SERVICES**

THIS AGREEMENT dated the 7th day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **AuditHead, LLC**, 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 Contract Agreement for **Metered Service Audit Services**, Boone County Request for Proposal for Telephone Billing Audit Services (and/or Metered Service Audit or Other Proposed Audit Service), proposal number **36-17AUG10**, including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the un-executed Response / Pricing Page, Addendum Number 1, Work Authorization Certification, Clarification/Best and Final Offer Number 1 with response dated October 12, 2010, as well as the Contractor's proposal response dated August 12, 2010, all executed by Tina Gargano 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 proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Contract Agreement, the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the un-executed Response / Pricing Page, Addendum Number 1, Clarification/Best and Final Offer Number 1 shall prevail and control over the Contractor's proposal response.

2. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County services and deliverables in the proposal specifications and as outlined in the Contractor's proposal response and Clarification/Best and Final Offer Numbers One for metered service audit services.

3. Timeline and Delivery of Service - Contractor agrees to deliver for all requests in accordance with the proposal specifications and Contractor proposal response. Contractor receives no compensation for recommendations not approved by County.

4. Contract Duration - The services and deliverables under this agreement shall be guaranteed from January 1, 2011 through June 30, 2012 or until the expiration of eighteen (18) billing months following the last recommendation implemented by Contractor and County.

5. Billing and Payment - All billing shall be invoiced to the County Auditor's Office and billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt. 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.

Compensation - As consideration for the work listed above, County will compensate Contractor as follows:

* Percentage of Refunds and/or Credits: 35%

* Percentage of Savings from Cost Reductions (both recommended and implemented) for a period of 18 months: 35%.

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.

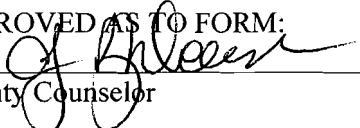
8. **Termination by County** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

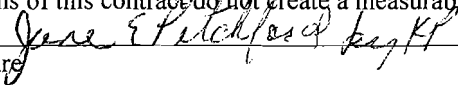
AUDITHEAD, LLC

by 
 title CEO
 address 874 S. Trade St. ^{Troy, Mo.}
28752


APPROVED AS TO FORM:

 County Counselor

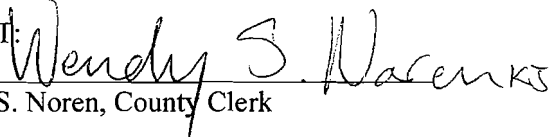
AUDITOR CERTIFICATION:

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.) *no encumbrance required*

Signature  Date 12/2/2010 Term and Supply
 Appropriation Account

BOONE COUNTY, MISSOURI

by: Boone County Commission

 Kenneth M. Pearson, Presiding Commissioner

ATTEST: 
 Wendy S. Noren, County Clerk



A Telecommunication Auditing & Phone System Consulting Company

November 17, 2010

Melinda Bobbitt
C/o Boone County Purchasing
601 East Walnut, Room 208
Columbia, Missouri 65201

RE: 36-17AUG10-Telephone Bill Audit

Melinda,

Thank you so very much for selecting TelePlus Solutions to complete a telecom audit for Boone County next year.

Enclosed are the two signed contracts as requested.

Regarding the insurance requirements, since many of the requested insurance requirements will be purchased by TelePlus specifically for the purpose of the Boone County Audit, TelePlus requests the option of not purchasing the additional insurance until the initiation of the audit. Upon notification by Boone County with an audit initiation date, TelePlus will then purchase the additional insurance as required. TelePlus has added Boone County as the additional insured on our existing Professional Liability insurance and a copy has been sent to Boone County for your records.

Thanks again for selecting TelePlus Solutions and we look forward to working with everyone at Boone County.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Annable", written in a cursive style.

Stephanie Annable
Account Coordinator

**CONTRACT AGREEMENT FOR
TELEPHONE BILLING AUDIT SERVICES**

THIS AGREEMENT dated the 30th day of November 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **TelePlus Solutions Corp.**, 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 Contract Agreement for **Telephone Billing Audit Services**, Boone County Request for Proposal for Telephone Billing Audit Services (and/or Metered Service Audit or Other Proposed Audit Service), proposal number **36-17AUG10**, including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the un-executed Response / Pricing Page, Addendum Number 1, Work Authorization Certification, Clarification/Best and Final Offer Number 1 with response dated September 27, 2010, Clarification/Best and Final Offer Number 2 with response dated October 7, 2010, as well as the Contractor's proposal response dated August 16, 2010, all executed by Stephanie Annable 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 proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Contract Agreement, the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the un-executed Response / Pricing Page, Addendum Number 1, Clarification/Best and Final Offers Numbers 1 & 2 shall prevail and control over the Contractor's proposal response.

2. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County services and deliverables in the proposal specifications and as outlined in the Contractor's proposal response and Clarification/Best and Final Offer Numbers One and Two, and shall include:

- Contractor shall audit County's telecommunication tariffs, FCC Regulatory Charges, Taxes and any other available means to determine billing errors.
- If billing errors are uncovered during the audit, Contractor shall trace them back to their origin and negotiate refunds for County.
- Contractor shall explore ways to reduce and control all telecommunication expenses over County's present carrier and/or alternative carriers.
- Contractor shall provide a written report of audit recommendations for potential cost reductions.
- Contractor shall implement all approved recommendations on behalf of County.
- County will decide appropriate access and shall provide Contractor with either on-line access or bill copies for all accounts affected by the audit. Contractor agrees they will use their staff and County equipment to copy bills if required.

3. Timeline and Delivery of Service - Contractor agrees to deliver for all requests in accordance with the proposal specifications and Contractor proposal response.

Contractor receives no compensation for recommendations not approved by County.

The County only splits the savings on actual savings realized by the County throughout the duration of the 24 month agreement. If the actual savings goes away and the County is no longer realizing the audit savings, Contractor is no longer realizing the savings as well.

If Contractor makes a recommendation for a change and County implements the recommended change, then later is not satisfied with the end result, Contractor will correct the problem either by adjusting the recommendation to the County's satisfaction or switching back to the original. Contractor will only be compensated if savings is realized by the final result.

If County receives a fee for implementing a recommendation by the Contractor, such as a contract change resulting in a cancellation fee, if Contractor cannot get the cancellation fee waived, Contractor will not be compensated until the County realizes the savings.

Status Notification – After delivery of the audit recommendations, County agrees to provide Contractor in writing (within 60 (sixty) days) the status of the recommendations (either accepted or rejected). If notification is not given, Contractor agrees to contact County for status and to obtain written acceptance or rejection.

4. **Contract Duration** - The services and deliverables under this agreement shall be guaranteed from January 1, 2011 through December 31, 2012, or until the expiration of twenty four (24) billing months following the last recommendation implemented by Contractor and County.

5. **Billing and Payment** - All billing shall be invoiced to the County Auditor's Office and billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt. 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.

Compensation – As consideration for the work listed above, County will compensate Contractor as follows:

Historical Savings – County agrees to compensate Contractor a one-time fee equal to fifty percent (50%) of each refund and or credit generated by Contractor during the length of this Agreement within thirty (30) days following the actual correction of each billing error, overcharge or other reduction in billing resulting directly or indirectly from the audit performed by Contractor.

Future Savings – For each savings item generated either directly or indirectly by Contractor, Contractor will be compensated through an on-going monthly fifty percent (50%) split of savings for a period of 24 (twenty-four) billing months based on actual savings realized and documented on the invoice. Contractor is only compensated for recommendations implemented by Contractor/County during the length of the Agreement. Contractor is not compensated on recommendations that Contractor and County does not implement during the length of the agreement.

Additional Projects – A separate project Agreement will be prepared for additional analysis or consulting activities requested outside the scope of this Agreement.

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

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

Commission delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
c. If appropriations are not made available and budgeted for any calendar year.

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

TELEPLUS SOLUTIONS CORP

BOONE COUNTY, MISSOURI

by Stephanne Annable
title Account Coordinator

by: Boone County Commission

Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

address 11184 Antioch Overland
Park Mo. 660210

APPROVED AS TO FORM:

ATTEST:

J. Wilson
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.) no encumbrance required

Signature

Jane E. Patchford

Date

12/2/2010

Appropriation Account

Term and Supply

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 7th day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the Purchasing Department's request to dispose of the Sheriff's Office mobile home at the north sub-station.

Done this 7th day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 1, 2010
RE: Surplus: Mobile Home

Purchasing requests permission to dispose of the Sheriff's Office mobile home at the north sub-station. This is fixed asset tag number 14128.

Attached for signature is the Request for Disposal form.

ATT Request for Disposal Form

cc: Caryn Ginter, Auditor
Contract File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10-25-10

FIXED ASSET TAG NUMBER: 14128

DESCRIPTION: Mobile Home

REQUESTED MEANS OF DISPOSAL: Gov Deals

OTHER INFORMATION: ~~buyer must disconnect utilities and remove from property along with deck~~

CONDITION OF ASSET: mold / mildew smell inside

REASON FOR DISPOSITION: moving to different structure

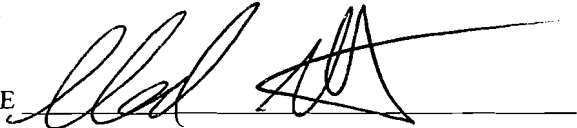
COUNTY / COURT IT DEPT: DOES DOES NOT WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: N/A

DEPARTMENT: Sheriff

1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 12/31/2004

RECEIPT INTO 2540-3835

ORIGINAL COST 23,524.00

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1406

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 571.2010

DATE APPROVED 12.7.10

SIGNATURE _____

RECEIVED

OCT 25 2010

BOONE COUNTY AUDITOR

Resolution to Adopt the East Area Plan

Whereas, the County of Boone and the City of Columbia, Missouri are located near the center of the state of Missouri at the interchange of U.S. Interstate Highway 70 and U.S. Highway 63; and

Whereas, the central location of the area makes it attractive to growth and development; and

Whereas, the governing bodies of Boone County and the City of Columbia believe that the community at large benefits from mutual planning for growth and development; and

Whereas, the Boone County Commission requested the Planning and Zoning Commission to engage the Columbia Planning and Zoning Commission in evaluating future land use for the area roughly bounded by Interstate 70 Highway on the north side, Rangeline Road on the east side, Discovery Ridge on the south side and the municipal limits of Columbia on the west side; and

Whereas, the two Planning and Zoning Commissions conducted a number of open houses to solicit public input on the potential future development of the land within the study area; and

Whereas, the two Planning and Zoning Commissions incorporated public comment in an extensive future land use plan known as the East Area Plan; and

Whereas, the Boone County Planning and Zoning Commission recommended that the East Area Plan be adopted as a sub-plan of the Boone County Master Plan at their October 21, 2010 regular meeting; and

Whereas, the Boone County Commission advertised and conducted a public hearing on the East Area Plan during their November 30, 2010 meeting; therefore be it

Resolved, that the East Area Plan is hereby adopted and considered to be a sub-plan of the Boone County Master Plan.

Done this 7th day of December 2010.