## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

 $28^{th}$ 

day of October

**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 an extension of the due date of the County's Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas, and Valley Creek Neighborhood Improvement District Project).

Done this 28<sup>th</sup> day of October, 2010.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

AN ORDER AUTHORIZING AN EXTENSION OF THE DUE DATE OF THE COUNTY'S TEMPORARY MUNICIPAL NOTES, SERIES 2009 (LAKEWOOD ESTATES, LAKEWOOD VILLAS AND VALLEY CREEK NEIGHBORHOOD IMPROVEMENT DISTRICT PROJECT).

WHEREAS, pursuant to the Neighborhood Improvement District Act, Section 67.453 to 67.475, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"), and all other provisions of the laws of the State of Missouri applicable thereto, by proceedings duly had, the County Commission of Boone County, Missouri, duly authorized and has undertaken the Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project number 9644 (the "Project"), as more fully described in a Resolution approved by the County Commission on May 5, 2009, at an estimated cost of \$741,029.24; and

WHEREAS, all of the cost of the Project is to be paid from assessments against the property within the Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District (the "District") pursuant to the Act; and

WHEREAS, in order for the County to provide cash funds to meet its obligations incurred in acquiring and constructing the Project prior to the completion of said improvements and prior to the collection of assessments against the owners of property liable therefor or the issuance of the County's general obligation bonds in the amount of unpaid assessments, the County issued its Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project), in the principal amount of \$550,000 (the "NID Notes"), pursuant to the Act and an Order approved by the County Commission on December 22, 2009 (the "Note Order"); and

WHEREAS, pursuant to the Note Order, and an order of the County Commission approved on July 29, 2010 (the "First Extension Order"), the outstanding principal of and interest on the NID Notes are due and payable on November 1, 2010; and

WHEREAS, due to unforeseen delays in the completion of the Project, it is necessary to further extend the due date of the NID Notes in order to allow additional time for completion of the Project and then, to allow property owners within the boundaries of the District a reasonable amount of time to prepay the final amount of the assessment against their properties, if they so choose, all of which must occur prior to the County's issuance of the long-term general obligation bonds to finance the amount of unpaid assessments; and

WHEREAS, the owners of the NID Notes have agreed to further extend the due date for payment of the principal of and interest on the NID Notes to April 1, 2011, and a copy of such consent has been filed with the County Commission.

# NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:

Section 1. Extension of Due Date. The Note Order, as amended by the First Extension Order, is hereby amended to substitute "April 1, 2011" for "November 1, 2010", in each instance where such date appears, with the understanding that the due date for the principal of and interest on the NID Notes shall be extended to April 1, 2011, and that the NID Notes shall continue to bear interest at the rate stated therein until the payment thereof. The Presiding Commissioner and County Clerk are hereby authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Order.

**Section 2. Ratification of Note Order.** The Note Order is ratified, approved and confirmed in all respects, except as amended by this Order.

**Section 3. Effective Date.** This Order shall take effect and be in full force from and after its approval by the County Commission.

APPROVED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI THIS \_\_\_\_ DAY OF OCTOBER, 2010.

Presiding Commissioner

[SEAL]

Attest:

County Clerk (

APPROVED AS TO LEGAL FORM:

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI ea.

October Session of the October Adjourned

Term. 20 10

**County of Boone** 

In the County Commission of said county, on the

 $28^{th}$ 

day of October

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 proposal to transfer above the authorized transfer salary for Jason Carlyle from the Sheriff's Department Operations, into the position of Investigator at 105% of Mid-Point.

Done this 28<sup>th</sup> day of October, 2010.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elki

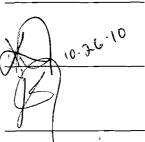
District II Commissioner

# Routing

1. Human Resources for recommendations



2. County Clerk for Agenda



- 3. County Commission for Approval
- 4. County Clerk copy to Auditor, original to Sheriff

# REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

<u>Description of form:</u> To request approval to transfer above "ATS" (authorized transfer salary). <u>Procedure:</u>

- 1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
- 2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
- 3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
- 4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
- 5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
- 6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee: Jason Cartyle	Department:Sheriff - Operations
Position Title:Investigator	Position No.: <i>87</i>
Proposed Starting Salary (complete one only) Annual:	% of Mid-Point:
<i>OR</i> Hourly:\$21.39 No. of employees in this job classification within your Department?	% of Mid-Point:105%
Justification (Describe the prospective employee's education and/or work level). Officer Carlyle went through the application, interview and select with our department since March 2003 when he started as a Deputy Shed department briefly to attend Nursing school, but returned as a Deputy labenefit him in this position as he takes on these added responsibilities.	tion process for the position. Deputy Carlyle has been riff, in 2008 Jason was promoted to Corporal. He left our
If proposed salary exceeds what other employees in the same job classification background exceeds others working in the same job classification: All of Jason due to their time with the department with the exception of Heath his salary is .02 less possibly due to Jason's promotion to Corporal before	the other Investigators are paid at a higher salary than Chinn who has been with our department since July 2003;
What effect, if any, will this proposal have on salary relationships with oth <i>This promotion should not affect any other employee</i>	er positions in your office and/or positions in other offices?
Additional comments:	
Administrative Authority's Signature:	Date: 10-2 (-RECEIVED
Auditor's Certification: X Funds are available within the existing d	epartmental salary and wage appropriation (#10100)
Auditor's Signature: June & Fitch by 16	ng departmental salary and wage appropriation (#10100); 2010 ing departmental salary and wage appropriation (#10100); 2010 ing is attached.  Date: BOONE COUNTY AUDIT
Human Resource Director's Recommendations:  — Recommend approval.	
Human Resource Director's Signature: Letty Sichwe	ite Date: 10-26-10
County Commission Approve Deny Comment(s):	
Presiding Commissioner's Signature:	Date: 11/01/2010
District I Commissioner's Signature:	Pulley Date:
District II Commissioner's Signature:	Date: 11-1-10
(Hr/forms/Request to Transfer Above "ATS" (Authorized Transfer Above "ATS")	asfer Salary) 04/20/06

## **BOONE COUNTY PERSONNEL ACTION FORM**

(Submit to County Auditor At Least ONE WEEK Prior to Pay Day)

		Date Submitted	)-21-10
General Information			
Name OUSON Car yes Address Birth Date 1st Department Name Sheri As		City Social Security No Department Number	Marital Status (M/S) Zip
L'Ind Llanariment Nama	<u> </u>	Department Number	,
New Hire			
Position Number Position Temporary (Y/N) Benefited	ly Employed by Boone ( Title d (Y/N) Check One:		Rate \$/hr % of Midpoint
Change of Position	/	<u> </u>	
Old Position End Da	te 1024-10	New Position	Start Date 10-2510
Position Number Department Number Position Title Department Number From: Current Rate \$ 19.13/hr % of M	Range Solo Ridpoint 1080/0 ne t (Y/N) N	Position Title Tove To: Current Rate \$ 21. To: Full-time Temporary (Y/N) Benefited (Y/N)	epartment Number 25 Range 39 ST CATON  And The Most Midpoint 1050/0  Part-time  Exempt (Y/N)  CSS , From Cleparty
Change of Salary			
Old Salary End Date Position Number Position Current Rate:		New Salary Start Date	Position Range
Increase Beyond Midpoint or (Decrease): New Rate: Explanation:	\$ <u>/hr</u>	(from Merit Pool) % of Midpoint	
Termination —			
Position Number Position Reason:			
Employee Signature/Date Admin. At	nority Signature/Date	Auditor Signature/Date	County Commission Signature
	Copy-Auditor's Office	Pinke Copy Contain The Dept	Goldenrod Copy-Human Resources

OCT - 233

SUBLSCR BOONE SUBSIDIARY LEDGER	<b>INQUIRY MAIN SCREEN</b> 10/25/10 14:18:47
Year <u><b>2010</b></u>	Original Appropriation <u>2,389,562.00</u>
Dept 1251 SHERIFF	Revisions
Acct 10100 SALARIES & WAGES	Original + Revisions <u>2,389,562.00</u>
Fund 100 GENERAL FUND	Expenditures <b>1,828,424.05</b>
	Encumbrances
Class/Account <u>A ACCOUNT</u>	Actual To Date <u>1,828,424.05</u>
Account Type <u>E EXPENSE</u>	Remaining Balance <u>561,137.95</u>
Normal Balance <u>D</u> <u>DEBIT</u>	Shadow Balance <b>561,137.95</b>

### Expenditures by Period

January	114,526.95	July	<u>197,698.32</u>
February	201,587.30	August	195,220.73
March	141,705.95	September	<u> 132,586.23</u>
April	305,086.32	October	206,877.60
May	197,634.80	November	
June	135,499.85	December	

### F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

```
1,828,424.05 ÷
payroils to date 21.00 =
87,067.81 *

87,067.81 ×
projected 26.00 =
2,263,763.06 *

Budget 2,389,562.00 ÷
projected 2,263,763.00 -
```

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 10

**County of Boone** 

In the County Commission of said county, on the

 $28^{\text{th}}$ 

day of October

**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 vehicle surplus disposal list:

Year	Description	Approx Mile	Vin #	Condition
2006	Ford Crown Vic	101,907	2FAHP71W66X104759	High Miles, Runs
				Rough
2004	Ford Crown Vic	104,210	2FAFP71W64X134980	High Miles
2003	Ford Crown Vic	104,822	2FAFP71W13X154777	High Miles
2006	Ford Crown Vic	87,695	2FAHP71W86X104763	High Miles
2004	Ford Crown Vic	100,302	2FAFP71W04X134974	High Miles
2006	Ford Crown Vic	96,842	2FAHP71W66X104762	High Miles
2006	Ford Crown Vic	105,112	2FAHP71W36X104766	High Miles
1996	Ford Crown Vic	116,000	2FALP71W8TX153791	Veh has high
		,		mileage, age, and
				there are risks for
				major component
				failure

Done this 28<sup>th</sup> day of October, 2010.

ATTEST:

Wendy S. Noven

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI ea.

October Session of the October Adjourned

Term. 20 10

County of Boone

**J** ....

In the County Commission of said county, on the

 $28^{th}$ 

day of

October

**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 cooperative contract C210078001 with Schriefer's Office equipment of Jefferson City, Missouri, for medium use and high use fax machines. It is further ordered the Presiding Commissioner is hereby authorized to sign said cooperative contract.

Done this 28<sup>th</sup> day of October, 2010.

ATTEST:

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:

October 19, 2010

RE:

C210078001 – Medium Use and High Use Fax Machines

Purchasing requests permission to utilize the State of Missouri cooperative contract C210078001 for Medium Use and High Use Fax Machines with Schriefer's Office Equipment of Jefferson City, Missouri.

This is a county-wide Term and Supply contract, and the initial term is through June 30, 2011 with three one-year renewals.

cc:

Contract File

Commission Order # 518 - 2010

### PURCHASE AGREEMENT FOR MEDIUM USE AND HIGH USE FAX MACHINES

THIS AGREEMENT dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Schriefer's Office Equipment herein "Vendor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Medium Use and High Use Fax Machines, in compliance with all bid specifications and any addendum issued for the State of Missouri Contract C210078001, Boone County Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Missouri Standard Terms and Conditions, and State of Missouri Contract C210078001 shall prevail and control over the vendor's bid response in the above stated order.
- 2. **Purchase** The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Facsimile Transceivers, Maintenance and Supplies as identified and responded to in the Contractor's Bid Response. Equipment 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.
- 3. Contract Duration This agreement shall commence on the date written above and extend through June 30, 2011 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for three additional one year periods subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 4. **Delivery** Contractor agrees to deliver the equipment and service per the bid specifications.
- 5. **Billing and Payment** All billing shall be invoiced to the respective Boone County Office and billings may only include the prices listed in the Vendor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor 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 Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 6. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- 8. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

by Das White  title Vice President  address 215 Metro Drive	by: Boone	County Commission  Pearson, Presiding Commissioner
APPROVED AS TO FORM:  County Courselor	ATTEST:  Wendy S. Nor	en, County Clerk
AUDITOR CERTIFICATION In accordance with RSMo 55.660, I hereby certify that a suff available to satisfy the obligation(s) arising from this contract the terms of the contract do not create in a measurable count signature	ct. (Note: Certifi	cation of this contract is not required if
Signature	Date	Appropriation Account

### STANDARD TERMS AND CONDITIONS - CONTRACT WITH BOONE COUNTY, MISSOURI

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

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.

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.

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.

Property Damage instead of the Comprehensive General Liability Insurance- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**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.

**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.

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.

### NOTIFICATION OF STATEWIDE CONTRACT

July 1, 2010

CONTRACT TITLE: MEDIUM USE AND HIGH USE FAX MACHINE STATEWIDE

CURRENT CONTRACT PERIOD: JULY 1, 2010 THROUGH JUNE 30, 2011

**BUYER INFORMATION:** 

Chris Korsmeyer 573-751-4578 Phone 573-526-9818 Fax

Chris.korsmeyer@oa.mo.gov

	Original Contract Period	Potential Final Expiration
RENEWAL INFORMATION	July 1, 2010 through June 30, 2011	June 30, 2014

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.**PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

#### THE USE OF THIS CONTRACT IS MANDATORY.

The contract shall be considered a mandatory use contract which means all state agencies shall use the contract for the acquisition of medium to high use facsimile machines on contract if needed unless the agency cannot meet certain terms of use such as minimum order quantity requirements.

- a. State agencies may use their local procurement authority for the purchase of lower use fax machines. The State of Missouri defines a lower use fax machines as having approximately the following specifications without upgrades:
  - Approximately twenty-five (25) page capacity document feeder or less
  - Approximately twenty-five (25) page memory for sending or receiving documents or less
  - Approximately fifteen (15) page per minute print speed or less
  - Approximately six (6) seconds per page transmission speed or less

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
C210078001	4317464130 0	Schriefer's Office Equipment P.O. Box 145 Jefferson City, MO 65102	YES	YES
		Contact Person: David Wilde		
		Telephone 573-636-7412 Facsimile 573-636-9303 Email: david@schriefersoffice.com		
		Further contract information and machine comparisons found at: www.schriefersoffice.com		

### STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes	
07/01/10 - 06/30/11	07/01/10	Initial issuance of new statewide contract.	
07/01/10 - 06/30/11	08/02/10	Change MBE/WBE indication. (IFB: MBE/WBE not required for this contract)	

### GENERAL INFORMATION AND REQUIREMENTS

### 1. BACKGROUND:

The Division of Purchasing and Materials Management has established a contract for the purchase, maintenance and supplies of medium use and high use fax machines for various State of Missouri agencies and cooperative purchasing agencies.

Contract C207022001-Equipment Maintenance Management Program with The Remi Group is an alternative maintenance solution contract that is available to agencies. Contract C207022001 provides maintenance only and does not include supplies. Please refer to the statewide notice (C207022001) for more information.

### 2. ORDERING:

Agencies may use either PGQ or SC for placing orders from this contract. The following information needs to be included on purchase orders submitted for maintenance so the contractor can bill and collect meter readings correctly.

State of MO Contract number Contractor Vendor Number

Fax Machine make

Fax Machine model

Time Period the PO covers (July 1, 2010 thru June 30, 2011...as an example)

Quantity

Bill to Address

Ship to address... Fax Machine address location, i.e., Dept and/or Div, Street Address, Room No., City, State, Zip Contact information

This information will allow us to set the copier up properly in the system to bill the correct amount to the correct address, inform the service tech of the location of the machine when service is needed, and give us ample information to collect the monthly meter reading.

### 3. **WARRANTY:**

Warranty on new equipment commences upon installation and acceptance by the state agency and is for one year. This warranty covers both parts and labor. There is no need for a maintenance agreement until the warranty is expired. Additional warranties may be purchased under this contract.

### 4. SHIPPING:

All prices are F.O.B. Destination and include shipping charges. The contractor will be responsible for replacing any equipment or supplies received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

### 5. CANCELLATION:

Maintenance agreements may be canceled with thirty (30) days written notice to the contractor at no additional cost to the State of Missouri. The agency shall send to the contractor a written notice of cancellation referencing the copier model, serial number, location, and contract number.

#### 6. **INSTALLATION:**

The contractor will provide free installation with the purchase of a new facsimile machine and all start-up supplies at no additional cost. Upon receipt of an order, the contractor will contact the state agency to coordinate installation and training. The contractor will furnish all labor and materials necessary for the successful completion of the installation and operation of each unit.

a. The contractor will supply the user documentation/operating manuals necessary to install, operate and maintain the products provided. The contractor will furnish to the state agency at least one (1) set of all technical literature for each fax machine purchased.

### 7. **MAINTENANCE TERMS**:

The contractor will provide on-site maintenance for all installed fax machines. Following notification, the contractor will provide a qualified technician certified on the facsimile transceiver on-site within the service response time specified herein. The contractor will provide maintenance on both a monthly maintenance plan and on an hourly time and materials basis at the sole option of each state agency. Both maintenance options must include all parts and labor. The contractor will agree and understand that state agencies will not be required to purchase maintenance from the contract.

- b. The contractor will maintain service facilities and furnish trained personnel qualified to service the equipment throughout the state.
- c. The contractor will provide any service and material necessary to maintain each fax machine in good working condition as requested by the agency.
- d. The contractor should provide remote diagnostic maintenance service.
- e. The contractor's maintenance service must be available during normal business hours (8:00 a.m. to 5:00 p.m. central time Monday through Friday).
- f. The contractor will agree and understand that the State of Missouri reserves the right to cancel maintenance on any or all of the item(s) with 30 days prior written notice to the contractor.
- g. The contractor must provide a "call back" response (during normal business hours) to hardware maintenance calls within one (1) hour after the call is placed. It is highly desirable that the contractor's "call back" response be within thirty (30) minutes.
- h. Once it has been mutually determined that a service technician is required on-site for maintenance services, the contractor must response with service personnel within six (6) business hours after this mutual determination for on-site service has been made. However, it is highly desirable that service personnel respond on-site within two (2) business hours after this mutual determination for on-site service has been made.

### 8. SUPPLIES:

The contractor will provide all supplies necessary for the operation of the fax machine, if requested by the using state agency. The state agencies are not be required to purchase supplies from the contract.

### 9. <u>INVOICING REQUIREMENTS:</u>

All invoices must bear the state's contract number, and reference the model number, serial number, copy usage, unit and extended price, billing period, and agency name and location.

### 10. PAYMENT IN ARREARS:

All payments shall be made in arrears only.

### 11. **SPECIFICATIONS:**

Medium Use Fax: Samsung SCX-4623F http://www.flyers.schriefersoffice.com/SCX-4623F%20brochure.pdf

High Use Fax: Samsung SCX-5935FN http://www.flyers.schriefersoffice.com/SCX-5935FN final LR.pdf

# PRICING FOR ACQUISITIONS, MAINTENANCE, AND SUPPLIES FOR MEDIUM USE AND HIGH USE FAX MACHINES

Line Item	Description	Unit of Measure	Unit Price
001	Medium Use Fax Machine: Samsung SCX-4623F with a one year parts and labor warranty	Each	\$224.00
002	Medium Use Fax Machine: On-Site Maintenance	Month	\$5.00
003	Medium Use Fax Machine: all-in-one supply cartridge: MLTD105L	Each	\$79.00
		- 150 h 45	
004	High Use Fax Machine: Samsung SCX-5935FN with one year part and labor warranty	Each	\$838.00
005	High Use Fax Machine: On-Site Maintenance	Month	\$10.00
006	High Use Fax Machine: all-in-one supply cartridge: MLTD206L	Each	\$98.00

	Medium Use Fax Machine Optional Features				
Line Item	Description	Unit of Measure	Unit Price		
	SCX-4826FN Upgrade Option- increases document feeder capacity to 50 pages, increases memory capacity to 260 pages, adds Ethernet port for printing and scanning, and allows for duplex printing. (must be added on initial order)	Each	\$250.00		
	SCX-S4824 – Additional 250 sheet paper cassette	Each	\$275.00		
007	High Yield Cartridge – MLT-D209L: 5,000 page (7,000 pages on toner save mode), fits SCX-4826FN machines	Each	\$99.00		
007	Surge Protector – Model: Faxmax 2T	Each	\$55.00		
	Three Year Parts and Labor Warranty (extends 1 year warranty to a 3 year warranty)	Each	\$120.00		
	Maintenance after warranty (conducted during normal business hours). Time and Materials.	Hourly	\$85.00		
	Depo Maintenance	Hourly	\$40.00		
	Depo Maintenance	Monthly	\$4.00		
	SCX-4826 Upgrade option maintenance	Monthly	\$4.00		
	Telephone handset unit #SF650H	Each	\$69.00		

High Use Fax Machine Optional Features				
Line Item	Description	Unit of Measure	Unit Price	
	2 pack All-in-one supply cartridge #MLTP206A (saves \$21.00)	Each	\$175.00	
	SCX-S5835A - Additional 500 sheet paper cassette	Each	\$250.00	
	Additional Memory Card – 256MB	Each	\$150.00	
	Cabinet Stand – 5935	Each	\$179.00	
	Surge Protector – Model: Faxmax 2T	Each	\$55.00	
	Surge Protector – Ethernet Port	Each	\$125.00	
008	Three Year Parts and Labor Warranty (extends 1 year warranty to a 3 year warranty)	Each	\$220.00	
	Maintenance after warranty (conducted during normal business hours). Time and Materials.	Hourly	\$85.00	
	Depo Maintenance	Hourly	\$40.00	
	Depo Maintenance - includes parts and labor	Monthly	\$8.00	

# State of Missouri Office of Administration Division of Purchasing and Materials Management Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. Comments should include those of the product's end user. Contractor: \_\_\_\_\_\_ Contract No.: Describe Product Purchased (include Item No's., if available): \_\_\_\_\_ Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations Rate **Product Rating** 1-5, 5 best Product meets your needs Product meets contract specifications Pricing Rate Contractor Rating 1-5, 5 best Timeliness of delivery Responsiveness to inquiries Employee courtesy Problem resolution Recall notices handled effectively Comments: \_\_\_\_\_ Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Agency: \_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_ Date: \_\_\_\_\_\_

Please detach or photocopy this form & return by FAX to 573/526-9818, or mail to:

Address: \_\_

Office of Administration
Division of Purchasing and Materials Management
301 West High Street, RM 630
PO Box 809

PO Box 809

Jefferson City, Missouri 65102

You may also e-mail form to the buyer as an attachment at chris.korsmeyer@oa.mo.gov

### State of Missouri Fax Contract #C210078001









### Samsung SCX4623F (\$224)

- 250 sheet paper drawer
- 30 sheet document feeder
- Multi-Function Copier and Fax Features
   Recommended Usage: 10-50 pages per day

Recommended Toner: MLT-D105L, Average Yield: 2,500 pages (\$79)

### Samsung SF650 (\$224 + \$69 = \$293)

- 250 sheet paper drawer
- 30 sheet document feeder
- Easy-To-Use Fax Machine Only with handset Recommended Usage: 10-50 pages per day

Recommended Toner: MLT-D105L, Average Yield: 2,500 pages (\$79)

### Samsung SCX4826FN Upgrade Option (\$224 + \$250 = \$474)

- 50 sheet document feeder
- 250 sheet paper drawer
- Faster print speed of 30 pages per minute
- Multi-Functions-Network Printer/Copier/Fax/Scan

Recommended Usage: 50-100 pages per day and/or multiple page documents

Recommended Toner: MLT-D209L, High Yield: 5,000 pages (\$99)

### Samsung SCX5935FN (\$838)

- 70 sheet document feeder
- 500 sheet paper drawer
- Faster print speed of 35 pages per minute
- Multi-Functions-Network Printer with Duplex/Copier/Fax/Scan

Recommended Usage: 100+ pages per day and/or multiple page documents

Recommended Toner: MLT-D206L, High Yield: 10,000 pages (\$98)

Optional Toner: MLT-P206A Value 2-Pack of Toner High Yield: 20,000 pages (\$175) Optional Memory: CLPMEN202 Memory Recommended for Large Documents (\$150)

### **Optional Items:**

Model Faxmax II Surge Protector, Item Number: PANMAXT2 (\$55)

# Contract Pricing for Facsimile Toner Cartridges #C210078001

	MODEL#	TONER	PRICE
Samsung			
	SF-560	SCX4216D3	\$ 79.00
	SCX-4521F	SCX4521D3	\$ 79.00
	SCX-5530	SCXD5530B	\$125.00
	SCX-4826FN	MLTD209L	\$ 99.00
	SF-650	MLTD105L	\$ 79.00
	SCX-4623F	MLTD105L	\$ 79.00
	SCX-5935FN	MLT-D206L	\$ 98.00
	SCX-5935FN	MLT-P206A (Two Pack)	\$175.00
Panasonic			
	UF-550/560/770/880/885	UG3313	\$139.00
	UF-585/595	UG3350	\$139.00
	UF-790/DX-800	UG5510	\$159.00
	UF-890/990	UG5520	\$159.00
	UF-7000	UG5540	\$159.00

	MODEL#	TONER	PRICE		
Canon					
<del></del>	2050P	FX-3	\$ 79.00		
	710	FX-7	\$ 99.00		
Ricoh					
	4430L	430347	\$ 75.00		
	4430L	11113 (Drum)	\$129.00		

\*Please order these contract items separate from your other office supplies.



215 Metro Drive, Jefferson City, MO 65109 Phone: 800-917-7412 • Fax: 573-636-9303 www.schriefersoffice.com

"...The Go-To Guys!"

described

BOX A: BOX B:

BOX C:

### **EXHIBIT F** BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

To be completed by a business entity who has not yet completed and submitted documentation pertaining to

To be completed by a business entity who has already submitted documentation with a notarized date on or

after September 1, 2009, to a Missouri state agency including Division of Purchasing and Materials

program

as

### **BUSINESS ENTITY CERTIFICATION:**

Management.

the

federal

The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

authorization

To be completed by a non-business entity as defined below.

work

http://www.dhs.gov/xprevprot/programs/gc 1185221678150.shtm.

erprise, profession, or occupation for gain, benefications of individuals, partnerships, corporations, copossesses a business permit, license, or tax certificant, and any business entity that is operating unit, and any business entity that is operating units.	it, advantage, or livelihood. The term "business entity" s ontractors, and subcontractors. The term "business ent icate issued by the state, any business entity that is exempt nlawfully without such a business permit. The term "bus	hall include but not be ity" shall include any by law from obtaining iness entity" shall not
definition of a business entity, as definition of a business entity, as defined.  I am a self-employed individual with the company that I represent utilize subdivision (17) of subsection 12 of that I am not an alien unlawful (Company/Individual Nerein under B2Z10078 and if the busines a business entity as defined in section prior to the performance of any services individual Name) agrees to complete Boometic Boome	Individual Name) DOES NOT CURRENTLY fined in section 285.525, RSMo pertaining to check the applicable business status that applies the no employees; OR as the services of direct sellers as defined in Section 288.034, RSMo.  Ally present in the United States and if ame) is awarded a contract for the services as status changes during the life of the contract 285.525, RSMo pertaining to section 285.530, as as a business entity, as B, comply with the requirements stated in Box	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature	
Company Name (if applicable)	Date	
	erprise, profession, or occupation for gain, benefoloyed individuals, partnerships, corporations, or possesses a business permit, license, or tax certification, and any business entity that is operating unoyed individual with no employees or entities util RSMo.  governmental entities, business entity includes Mate schools, out of state universities, and political entities.  RENTLY NOTA BUSINESS ENTITY  (Company/Individual with a subdivision (17) of subsection 12 of that I am not an alien unlawful (Company/Individual Nerein under B2Z10078 and if the business a business entity as defined in section, prior to the performance of any services andividual Name) agrees to complete Bot de the State of Missouri with all docume (Please Print)	governmental entities, business entity includes Missouri schools, Missouri universities (other than stated i ate schools, out of state universities, and political subdivisions. A business entity does not include Missouri entities.  RENTLY NOT A BUSINESS ENTITY   (Company/Individual Name) DOES NOT CURRENTLY definition of a business entity, as defined in section 285.525, RSMo pertaining to .530, RSMo as stated above, because: (check the applicable business status that applies  I am a self-employed individual with no employees; OR  The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.  that I am not an alien unlawfully present in the United States and if (Company/Individual Name) is awarded a contract for the services erein under B2Z10078 and if the business status changes during the life of the contract a business entity as defined in section 285.525, RSMo pertaining to section 285.530, prior to the performance of any services as a business entity, individual Name) agrees to complete Box B, comply with the requirements stated in Box de the State of Missouri with all documentation required in Box B of this exhibit.  Authorized Representative's Name  Authorized Representative's Signature (Please Print)

### EXHIBIT F, continued

### **BOX B - CURRENT BUSINESS ENTITY STATUS**

(Confiler Are following if you DO NOR have the E-Verify documentation and an Affiliavit of Work Authorization Antal and signed September is 2009 or after already on file with the State of Missouri. If completing Bos B-do no complete Bos C.

I certify that Schriefes offle Equipment Business Entity	Name) MEETS the definition of a business entity
as defined in section 285.525, RSMo pertaining to section	on 285.530.
David Wilde	Selvela .
Authorized Business Entity	Authorized Business Entity
Representative's Name	Representative's Signature
(Please Print)	
Schriefers office Equipment	6-14-2010
Business Entity Name	Date
david a schriefersoffice.com	•
F-Mail Address	

As a business entity, the bidder must perform/provide the following. The bidder should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <a href="http://www.dhs.gov/xprevprot/programs/gc">http://www.dhs.gov/xprevprot/programs/gc</a> 1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

### EXHIBIT F, continued

### **AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder who meets the section 285.525, RSMo definition Affidavit of Work Authorization.	of a business entity must complete and return the following
OWNER (Position/Title) first being duly	f Business Entity Authorized Representative) as sworn on my oath, affirm Schriekes Office Equ
(Business Entity Name) is enrolled and will continue to par	rticipate in the E-Verify federal work authorization program
with respect to employees hired after enrollment in the progra	am who are proposed to work in connection with the services
related to contract(s) with the State for the duration of the section 285.530, RSMo. I also affirm that Schriefes	Office Equip (Business Entity Name) does not and will not
knowingly employ a person who is an unauthorized alien in	connection with the contracted services provided under the
contract(s) for the duration of the contract(s), if awarded.	
In Affirmation thereof, the facts stated above are true and c made in this filing are subject to the penalties provided unde	
) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	•
the week	DAVID WILDE
Authorized Representative's Signature	Printed Name
OWNER Title	6-9-10
	Date
davin Oschriefersoffice, com	
E-Mail Address	
Oth	2010
Subscribed and sworn to before me this of	June 2. Iam
(DAY) (MONTH, YEAR)	72 1
commissioned as a notary public within the County of(NAME OF COUNTY)	State of
////SSouri_, and my commission expires on	<u> 9-8-13</u> .
(NAME OF STATE)	(DATE)
	10.
Yaw Fetty	6-9-10
Signature of Novary Date	<del></del>
•	

JAN PETTY
Notary Public, State of Missouri
--County of Cole
No. 09459387
My Commission Expires September 8, 2013

# E-Verify Employment Eligibility Verification





## E-Verify Enrollment: You're Finished

### Congratulations!

Your company has been enrolled in E-Verify. Now just sit back and wait – the people you signed up as users will receive their user names and passwords by e-mail.

Most people receive our confirmation e-mail within a few minutes. You should check your e-mail inbox as well as your spam or junk mail folders because sometimes our e-mails are mistakenly marked as spam.

If the e-mail is not received within 48 hours, please call our Customer Support line at 1-888-464-4218 for assistance. Do not enroll your company again in E-Verify. If you attempt to reenroll, your enrollment may be delayed.

Before you go, click on the "View Memorandum of Understanding" button and print a copy of the Memorandum of Understanding you electronically signed. Be sure to share it with your human resources manager, legal counsel and other appropriate staff.

Thanks for signing up. Your participation is vital in ensuring a legal United States workforce. If you ever have any questions, we're here to help – just give us a call at 1-888-464-4218 or e-mail us at <u>E-Verify@dhs.gov</u>.

View Memorandum of Understanding

<u>U.S. Department of Homeland Security | U.S. Citizenship and Immigration Services</u>

**Download Viewers** 

# E-Verify.



Company ID Number: 334461

Approved by:		
Employer Schriefers Office Equipment		
David Wilde	_	
Name (Please Type or Print)	Title	
Electronically Signed	06/09/2010	
Signature	Date	
Department of Homeland Security – Veri	fication Division	
USCIS Verification Division		
Name (Please Type or Print)	Title	
Electronically Signed	06/09/2010	
Signature	Date	





Company ID Number: 334461

Information Required for the E-Verify Program		
nformation relating to your Company:		
Company Name:	Schriefers Office Equipment	
Company Facility Address:	215 Metro Drive	
	Jefferson City, MO 65109	
Company Alternate Address:	215 Metro Drive	
	PO Box 145	
	Jefferson City, MO 65109	
County or Parish:	COLE	
Employer Identification Number:	431746413	
North American Industry Classification Systems Code:	453	
Parent Company:		
Number of Employees:	10 to 19	
Number of Sites Verified for:	1	

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)

### EXHIBIT D

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)

1110

- (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.  $\mathcal{J}^{\epsilon}$ 0 =16 +

David Wilder Vice Presiden	<u> </u>
Name and Title of Authorized Representative	6-14-2010
Signature	Date

#### Instructions for Certification

- By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below. 1.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is 3. submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary 4. covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be 5. 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 DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the 8. 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.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a 9. lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

28<sup>th</sup>

Term. 20 10

**County of Boone** 

October day of

10 20

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

In the County Commission of said county, on the

Now on this day the County Commission of the County of Boone does hereby appoint the following as delegates to the Missouri Association of Counties (MAC) Annual Conference on November 21-23, 2010:

- Skip Elkin, District II Commissioner
- Patricia Lensmeyer, Collector
- Karen M. Miller, District I Commissioner
- Wendy Noren, County Clerk
- Kenneth M. Pearson, Presiding Commissioner
- Tom Schauwecker, Assessor
- Bettie Johnson, Recorder
- Cathy Richards, Public Administrator
- Jan Fugit, Treasurer
- June Pitchford, Auditor

Done this 28<sup>th</sup> day of October, 2010.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

### MISSOURI ASSOCIATION OF COUNTIES

OFFICIAL FORM:

DESIGNATION OF DELEGATES TO MAC'S ANNUAL CONFERENCE

Return Form To:

mone

Missouri Association of Counties

P.O. Box 234

Jefferson City, MO 65102

RECEIVED OCT 27 2010

**BOONE COUNTY CLERK** 

Please return the forms by November 5. If an unavoidable delay occurs and the form must be handed in at conference, only delegates whose names are submitted by noon on November 22 are eligible to vote. Name badge identification is necessary for voting at the conference.

Article VI, Section 6(c) of the Missouri Association of Counties Bylaws provides that each member county shall be permitted four (4) voting delegates. Member counties with an assessed valuation of over \$66.7 million shall be allowed five (5) voting delegates, plus one additional voting delegate for each additional \$66.7 million assessed valuation. The maximum number of voting delegates shall be ten (10).

The Bylaws provide that delegates be selected in the following manner:

- The county commission selects from within its membership one delegate.
- Additional delegates are selected by a majority vote of not less than seven (7) elected officials in the county.
   The additional delegates chosen may be commissioners, clerks, collectors, treasurers or any other elected county officials.
- Any county official who is eligible to participate in the selection of a delegate but who is not a delegate has the
  right to participate at any meeting of the Association under the rules established.

County does hereby designate the following to serve as its delegates to the Missouri

No delegate or other person shall be permitted to cast a proxy vote for another delegate.

Association of Counties' Annual Conference on November 21	1-23, 2010.
Delegate PATRICIA LENSMEYER	Collector of Revenue
Delegate Bettie Johnson	Title Recorder of Deeds
Delegate Ken PEARSON	Presiding Commissioner
Delegate KALEN M. MILLE	District I Commissioner
Delegate Skip Elkin Name	Title District I Commissioner Title
Please record additional delegates on a separate page. 🚅 🤇	See second PAGE
ATTE <b>\$</b> T:	

Delegate - JAN Fugit Title - TREASURER

Tom Schauwecker - County Assessor

WENDY NORTH BOOME County Clerk

CAthy Lichards Public Administrator

Tune Pit L Ford Auditor