

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

28th

day of

February

20

12

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

Now on this day the County Commission of the County of Boone does hereby authorize the Resource Management Department to enter into a contract with a vendor to conduct a traffic study on St. Charles Road and the surrounding area.

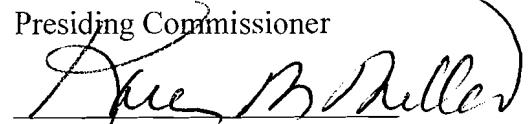
Done this 28th day of February, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent (Aye via speaker phone)
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 28th day of February 20 12

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request of Robert M. LeMone Marital Trust to rezone from A-1 (Agriculture) to M-GP (Planned General Industrial) on 29.58 acres; from R-S (Single Family Residential) to M-GP on 42.64 acres; from R-S to M-LP (Planned Light Industrial) on .32 acres; and, R-S to R-M (Moderate Density Residential) on .37 acres, all more or less, on property located at 5515 S Ponderosa St., Columbia.

Done this 28th day of February, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner
Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent (Age via speaker phone)
 Skip Elkin
 District II Commissioner

LEMONE

This property is located southeast of Columbia at the existing end of Meyer Industrial Drive. The subject property consists of two parent parcels comprising approximately 80 acres that sit immediately southwest of Boone County Public Works South Facility and the property containing Magellan Pipeline's Large White Storage Tanks. The nearest municipal limit of the City of Columbia is approximately 1200 ft northeast of the subject property across Highway 63. This property is currently zoned A-1 (agriculture) and R-S (residential single family) with the section line between sections 3 and 4 as the dividing line. The A-1 property is east of the section line in section 3 and the R-S portion on the western side in section 4. These are original 1973 zonings.

Adjacent property is zoned as follows:

- North - R-M(moderate density residential) and M-LP(planned industrial)
- South – A-1, R-SP(planned residential), R-S
- East – M-LP, M-L(light industrial) and C-G(general commercial)
- West – R-S

These are all original 1973 zonings except for the two M-LP areas and the R-SP area containing the Martha's Grove PRD.

The current proposal consists of a preliminary plat to start to create 9 lots and a roadway that will extend Meyer Industrial Dr to the northwest. Meyer Industrial Dr will be carried on across the next property until it connects with Ponderosa. The roadway is actually proposed to be built in a single phase. In conjunction with the preliminary plat there is the required review plan for the proposed planned rezonings. Additionally, a non-planned rezoning is proposed from R-S to R-M for the 0.37 acre portion of the property that has frontage on Prairie Circle. A rezoning request for a 0.32 acre portion of the property which adjoins the existing Ponderosa Subdivision PID is proposed to be rezoned from R-S to M-LP and then it is to be incorporated into a new revised review plan for the development now named Ponderosa Subdivision Phase 2 which is also on the agenda tonight. The remaining 72.22 acres of the property is proposed to be rezoned to M-GP (planned general industrial). It should be noted however that the only M-G use proposed is the wholesale/bulk storage of gasoline which is similar to the existing tank farm facility. Additionally, this specific M-G use requires a CUP in addition to a revised review and final plan specifically tailored for the proposed lot. Otherwise, the proposed uses are all M-L or lower category uses.

The Master Plan identifies a sufficiency of resources test for determining whether there are sufficient resources available for the needs of the proposed rezoning. The sufficiency of resource test provides a "gate-keeping" function. Failure to pass the test should result in denial of a request. Success in passing the test should result in further analysis. The resources used in the test can generally be broken down into three categories: utilities, transportation and public safety services.

Utilities:

- Water: The property is in Consolidated Public Water Supply District #1
- Sewer: The Boone County Regional Sewer District has a central sewer that serves the area. Some additional capacity exists at this time which will allow for some of the proposed uses. The proposed review plan breaks down the proposed uses into categories and those that require more sewer capacity than is present can not be specifically proposed unless/until provision of the additional sewer capacity is provided in connection with such a request.
- Electricity is provided by Boone Electric.

Transportation:

- The development proposes construction of a connection of Meyer Industrial Dr with the existing portion of Ponderosa in such a way as to provide a continuous two way outer roadway to support the improvements to Highway 63. All lots within the development will have frontage on and direct access to this new section of roadway.

Public Safety Services:

- The property is within 500 feet of the nearest fire station. Public safety services to this location should be adequate for the needs of the development. The requirements for specific uses and site plans to come back through the public process will allow this issue to be revisited for each specific proposal.

Stormwater

- The development is subject to the Boone County Stormwater Regulations. The development is addressing the stormwater issues created from the construction of the road on proposed lot 6 and on a lot proposed as part of the Ponderosa Subdivision Phase 2 request. The requirements for specific uses and site plans to come back through the public process will allow this issue to be revisited for each specific proposal.

Zoning Analysis

This request is essentially a first step in the enhancement of the existing commercial/industrial node. This request conceptually establishes the list of uses that can be proposed within the development and allows the installation of the basic supporting infrastructure needed.

The issue of whether any specific use listed under allowed uses for the overall development is appropriate on a specific proposed lot or at a specific location on the property still remains open and will need to be addressed at the time specific uses are proposed for specific lots. It may be that a use on the allowed use list may be denied on a future revised review plan because it is not appropriate in the location shown or has other

aspects of the specific proposal that make the proposal inappropriate. Since the ability to fully control the proposed lots and uses with the future proposals is understood to be an aspect integrated into this request, the request is compatible with the area.

The current proposal meets the sufficiency of resources test for the level of detail proposed at this time. The utilities available or being installed will support some level of development, as will the roadways and emergency services and the evaluation of whether a specific request is compatible with the level of the resources available at any particular point in the future will be addressed on that future request.

The Master Plan designates this area as suitable for residential development but also acknowledges the existing commercial/industrial node. The Master Plan promotes the use of Planned Districts as a means to establish or expand commercial and industrial areas. The property scored 83 points on the rating system. Staff notified 64 property owners concerning this request.

Staff recommends approval of the rezoning requests.

Additionally, Staff recommends approval of the PID Review Plan and Preliminary Plat titled Concorde South Phase 3 subject to the following 2 conditions.

01. The last sentence of the paragraph labeled Phasing Plan be revised to remove the letters M-LP so the final text will be "A revised review/final plan will be required prior to the development of any of the proposed lots."
02. That it is recognized that inherent to the proposal, the uses listed for this development establishes the pool from which future specific uses will be drawn. However, the issue of whether any of these uses is appropriate for a specific location within the development or whether any of these uses as specifically proposed in the future has not been determined and is a feature of the future request and it is possible said future request may not be approved.

The Planning & Zoning Commission conducted a public hearing on this request during their February 16, 2012 regular meeting. There were ten members of the commission present.

Following the public hearing, a motion was made to recommend approval of the rezoning request. The motion to recommend approval of the rezoning request passed unanimously.

A motion was then made to recommend approval of the Review Plan with the staff conditions. That motion also passed unanimously.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 28th day of February 20 12

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

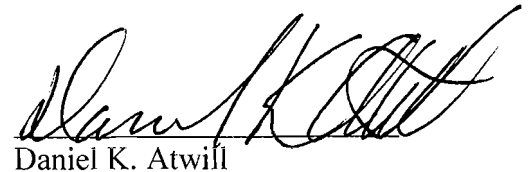
Now on this day the County Commission of the County of Boone does hereby **approve** the request of Robert M. LeMone Marital Trust to approve a Review Plan for Concorde South Phase 3 on property located at 5515 S Ponderosa St, Columbia with the following conditions.

1. The last sentence of the paragraph labeled Phasing Plan be revised to remove the letters "M-LP" so the final text will be **"A revised review/final plan will be required prior to the development of any of the proposed lots."**
2. That it is recognized that inherent to the proposal, the uses listed for this development establishes the pool from which future specific uses will be drawn. However, the issue of whether any of these uses is appropriate for a specific location within the development or whether any of these uses as specifically proposed in the future has not been determined and is a feature of the future request and it is possible said future request may not be approved.

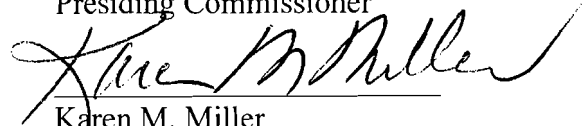
Done this 28th day of February, 2012.

ATTEST:

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



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner

Absent (Aye v.a. speaker phone)
 Skip Elkin
 District II Commissioner

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request of Randy and Kathleen Gibbs to rezone from C-G (General Commercial) to M-LP (Planned Industrial) on 2.13 acres, more or less, located at 5481 S Ponderosa St, Columbia.

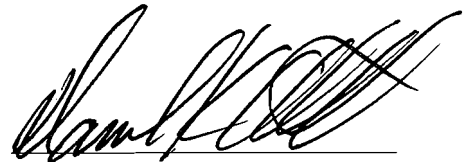
Done this 28th day of February, 2012.

ATTEST:



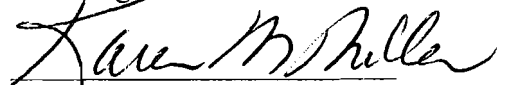
Wendy S. Noren

Clerk of the County Commission



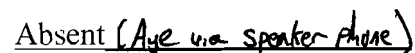
Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner



Skip Elkin

District II Commissioner

GIBBS / CUNNINGHAM

Because the Gibbs request and the Cunningham request are shown together on a single preliminary plat/review plan staff has combined the requests for the purposes of the staff report. This property is located southeast of Columbia at the existing interruption of Ponderosa St. approximately 300 ft south of the intersection of Prairie Circle and Ponderosa St. The subject property consists of two parent parcels, the 2.5 acre Gibbs property and the 4.55 acre Cunningham property. The southeastern property line of these two properties adjoins the property containing Magellan Pipeline's Large White Storage Tanks. The nearest municipal limit of the City of Columbia is approximately 400 ft east of the subject property across Highway 63. The Gibbs property is currently zoned C-G (general commercial) which is an original zoning and the Cunningham property is zoned M-LP(planned industrial) which was rezoned in 1999.

Adjacent property is zoned as follows:

- North - R-M(moderate density residential) and C-G
- South – A-1(agriculture), M-L(light industrial), and R-S
- East – M-L
- West – R-S

These are all original 1973 zonings.

The current proposal consists of a 5 lot preliminary plat and review plan to reconfigure the Gibbs and Cunningham properties along with the right-of-way for an extension of Meyer Industrial Dr. The Turnberry property is included on the graphic as part of the preliminary plat since this property is proposed to be reconfigured as well. The roadway shown is actually proposed to be built in a single phase along with the portion of the road on the adjoining Lemone property. In conjunction with the preliminary plat there is the required review plan for the proposed planned rezonings. The review plan represents a proposed rezoning of the Gibbs Property from C-G to M-LP and comprises a revised review plan for the Cunningham property. Revised review plans are treated the same as rezoning requests. A 0.32 acre portion of the Lemone property which adjoins the existing Cunningham property, currently known as Ponderosa Subdivision PID, is to be incorporated into this revised review plan which is now proposed to be named Ponderosa Subdivision Phase 2 PID.

Effectively, this proposal allows the existing uses of the properties to be legitimized and reconfigured to appropriately address the new roadway.

The Master Plan identifies a sufficiency of resources test for determining whether there are sufficient resources available for the needs of the proposed rezoning. The sufficiency of resource test provides a "gate-keeping" function. Failure to pass the test should result in denial of a request. Success in passing the test should result in further analysis. The resources used in the test can generally be broken down into three categories: utilities, transportation and public safety services.

Utilities:

- Water: The property is in Consolidated Public Water Supply District #1
- Sewer: The Boone County Regional Sewer District has a central sewer that serves the area. The property contained within the review plan has limited sewer capacity allocated to it and this limitation will buffer the scale of the uses proposed for the property. However, the existing contractor's lot and buildings, truss manufacturer, and self storage can be supported by the existing level of service.
- Electricity is provided by Boone Electric.

Transportation:

- The development proposes construction of a connection of Meyer Industrial Dr with the existing portion of Ponderosa in such a way as to provide a continuous two way outer roadway to support the improvements to Highway 63. All lots within the development will have frontage on and direct access to this new section of roadway.

Public Safety Services:

- The property is within ½ mile of the nearest fire station and the construction of the new roadway will make access easier and safer than under the existing conditions. Public safety services to this location should be adequate for the needs of the development. The limited scale of the possible uses of the property keep the potential public safety needs to a minimum.

Stormwater

- The development is subject to the Boone County Stormwater Regulations. The development is addressing the stormwater issues created from the construction of the road on proposed lot 3. Additionally, the stormwater needs for the proposed level of development shown on the plan have been incorporated into the features of the facilities on lot 3.

Zoning Analysis

This request is essentially a clean up of existing conditions and a means to have the interactions of the uses on these properties interact appropriately with the new roadway segment. The building sizes and locations shown on the plan when combined with the list of allowed uses limits these properties in intensity sufficiently to make these good buffering uses between the new roadway and the pipeline tank facility. This combination should make these properties productive while still having a low number of people on site.

The current proposal meets the sufficiency of resources test for the uses and sizes of structures proposed for the site. The utilities available or being installed will support this limited level of development and will act as a governor on the intensity of activity possible for these lots. The new roadway will provide better access to the properties involved as well as better public safety response/access.

The Master Plan designates this area as suitable for industrial land uses and the existing M-LP development of a portion of this request would be consistent. Additionally, the Master Plan promotes the use of Planned Districts as a means to establish or expand commercial and industrial areas. The property scored 83 points on the rating system. Staff notified 40 to 41 property owners concerning these requests.

While these items have been combined for purposes of the staff report, staff recommends the following in terms of actions on the individual requests:
Staff recommends that the public hearing for the Gibbs Requests and the public hearings for the Cunningham Request be held concurrently.

Then because they are shown on a single combined preliminary plat which also doubles as the required review plan for Gibbs and the revised review plan for Cunningham, staff recommends that motions related to the preliminary plat, review plan, and revised review plan be made encompassing of both requests. Therefore:

Staff recommends approval of Gibbs Rezoning from C-G to M-LP

Staff recommends approval of the preliminary plat and review plan for Ponderosa Subdivision Phase 2 with the recognition that this approval constitutes the approval of the revised review plan for the Cunningham request, the approval of the required review plan for the Gibbs request and approval of the preliminary plat.

The Planning & Zoning Commission conducted a public hearing on these requests during their February 16, 2012 regular meeting. There were ten members of the commission present.

Following the public hearing, a motion was made to recommend approval of the Gibbs rezoning request. The motion to recommend approval of the rezoning request passed unanimously.

A motion was then made to recommend approval of the Review Plan. That motion also passed unanimously.

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February Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

28th

day of

February

20

12

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request of Randy and Kathleen Gibbs to approve a Review Plan for Ponderosa Subdivision Phase 2 on property located at 5481 S Ponderosa St., Columbia.

Done this 28th day of February, 2012.

ATTEST:

Wendy S. Noren

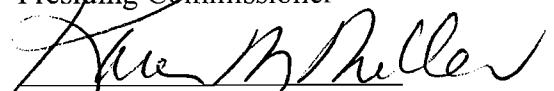
Wendy S. Noren

Clerk of the County Commission



Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner

Absent (Aye via speaker phone)

Skip Elkin

District II Commissioner

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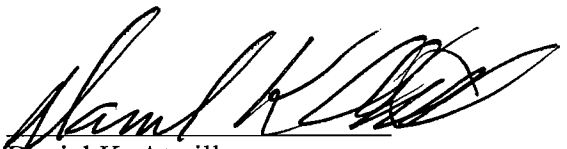
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **approve** a revised review plan by Harold & Wanda Cunningham for revised review plan on 4.55 acres in the ML-P zoning district located at 5495 S Ponderosa St. Columbia.

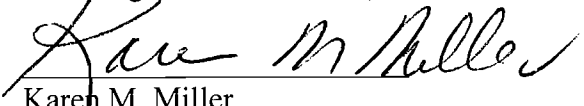
Done this 28th day of February, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent (Aye via speaker phone)
Skip Elkin
District II Commissioner

109 -2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 28th day of February 20 12

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Turnberry Properties LLC to rezone from R-M to C-G on 4,695 sq. ft. (.107 acres), located at 4802 Meadow Lark Ln., Columbia.

Done this 28th day of February, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent (Aye via speaker phone)
Skip Elkin
District II Commissioner

TURNBERRY

This property is located southeast of Columbia approximately 200 ft southwest of the corner of the intersection of Prairie Circle and Ponderosa St. The subject property consists of a 4695 square foot portion of Lot 72 of Prairie Meadows Plat 8 that is proposed for rezoning. The nearest municipal limit of the City of Columbia is approximately 400 ft east of the subject property across Highway 63. Lot 72 is currently zoned R-M(moderate density residential) which is an original zoning.

Adjacent property is zoned as follows:

- North - R-M
- South – C-G(general commercial)
- East – C-G
- West – R-M

These are all original 1973 zonings.

The current proposal consists of a 4695 square foot portion of Lot 72 that if rezoned from R-M to C-G will be combined and platted into a new configuration of lot 73. This new configuration will move the property line so that it is parallel to the wall of the structure existing on Lot 72. As has been mention previously existing lot 73 is proposed to be reconfigured to allow the creation of roadway right-of-way for the extension of Meyer Industrial Dr. The reconfiguration is shown on the preliminary plat component of Ponderosa Subdivision Phase 2.

The Master Plan identifies a sufficiency of resources test for determining whether there are sufficient resources available for the needs of the proposed rezoning. The sufficiency of resource test provides a “gate-keeping” function. Failure to pass the test should result in denial of a request. Success in passing the test should result in further analysis. The resources used in the test can generally be broken down into three categories: utilities, transportation and public safety services.

Utilities:

- Water: The property is in Consolidated Public Water Supply District #1
- Sewer: The Boone County Regional Sewer District has a central sewer that serves the area. The rezoning will not substantially change the anticipated land uses or needs of the lots from the existing conditions.
- Electricity is provided by Boone Electric.

Transportation:

- The proposal will have no impact on the transportation network other than there may be improved driveway access to lot 73 in the future from Meadow Lark Lane.

Public Safety Services:

- The property is within ½ mile of the nearest fire station and the rezoning will have no impact on these services.

Stormwater

- The development is subject to the Boone County Stormwater Regulations. The rezoning will not on its own effect Stormwater on the property.

Zoning Analysis

While lot lines are supposed to intersect road right-of-way at perpendicular angles the existing lot line does not intersect at a 90 degree angle. The current lot line and zoning district boundary line is the section line. Essentially if the rezoning request is approved the lots can be reconfigured to make sure that the resultant lots only have one zoning. The oblique angle of the lot line simply reverses which lot the triangular portion of the property is associated with. Additionally, it should be noted that the County Commission will hold a public hearing on the vacation of the lots from the existing plat and on the concept of the replat as shown on the preliminary plat of Ponderosa Subdivision Phase 2. This hearing will determine whether or not the lots can be replatted. The County Commission hearing is set for Tuesday February 28th 2012.

The Master Plan designates this area as suitable for residential land uses but this request doesn't establish a new commercial lot and amounts to adjusting zoning and lot lines to accommodate the new road construction. The property scored 83 points on the rating system. Staff notified 124 property owners concerning this request.

Staff recommends approval of the request from R-M to C-G.

The Planning & Zoning Commission conducted a public hearing on this request during their February 16, 2012 regular meeting. There were ten members of the commission present.

Following the public hearing, a motion was made to recommend approval of the rezoning request. The motion to recommend approval of the rezoning request passed unanimously.

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 County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 28th day of February 20 12

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

Now on this day the County Commission of the County of Boone does hereby **approve** the petition by Turnberry Properties LLC to vacate and replat lot 72 and lot 73 of Prairie Meadows Plat 8, as shown in Plat Book 40 Page 37 of Boone County Records.

Said vacation is not to take place until the re-plat is approved

Done this 28th day of February, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner
Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent (Aye v.a speaker phone)
 Skip Elkin
 District II Commissioner

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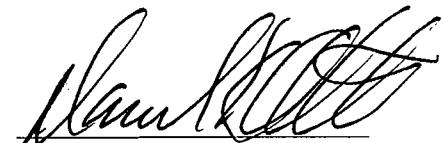
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to budget for Missouri ICAC grant expenditures, and revenue for reimbursement of expenditures:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1253	37210	Internet Crimes/ ICAC	Training/ Schools		6,383.00
1253	37220	Internet Crimes/ ICAC	Travel		440.00
1253	37230	Internet Crimes/ ICAC	Lodging/ Meals		770.00
1253	03411	Internet Crimes/ ICAC	Revenue		10,000.00
1253	23850	Internet Crimes	Minor Equip & Tools		2,407.00

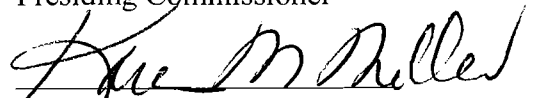
Done this 28th day of February, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent (Age via speaker phone)
Skip Elkin
District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI


02-07-12

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	5	3	3	7	2	1	0	Internet Crimes/ICAC	Training/Schools		6383
1	2	5	3	3	7	2	2	0	Internet Crimes/ICAC	Travel		440
1	2	5	3	3	7	2	3	0	Internet Crimes/ICAC	Lodging/Meals		770
1	2	5	3	0	3	4	1	1	Internet Crimes/CAC	Revenue		10,000
1	2	5	3	2	3	8	5	0	Internet Crimes	Minor Equip. + Tools		2,407

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): To budget for MO ICAC grant expenditures, and revenue for reimbursement of expenditures.



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- ☒ A schedule of previously processed Budget Revisions/Amendments is attached.
- ☒ A fund-solvency schedule is attached.
- ☐ Comments:

Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

Absent
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Revised 04/02



MISSOURI INTERNET CRIMES AGAINST CHILDREN TASK FORCE

101 Sheriff Dierker Court • O'Fallon, MO 63366
PHONE 636-949-3020, x4447, FAX 636-949-3009

January 3, 2012

Sheriff Dwayne Carey
Boone County Sheriff's Department
2121 County Drive
Columbia, MO. 65202

I am pleased to inform you that per your request, your agency has been awarded a subgrant under the PROTECT Act of 2011 through the MO ICAC Task Force.

The Boone County Sheriff's Department will receive funding in the amount of **\$10,000.00** to cover the purchase of equipment or training.

By accepting the funds awarded, your agency agrees to comply with the ICAC Investigative & Operational Standards and to complete all reporting requirements as dictated by the Office of Juvenile Justice & Delinquency Prevention (OJJDP).

You must have approval prior to purchasing the items. As a general rule it will be up to the agency to purchase the equipment and then send the request for reimbursement to the MO ICAC Task Force. Other arrangements may be made if your agency is unable to initially purchase the equipment. All awarded funds must be expended by September 1, 2012 with all invoices submitted by October 1, 2012.

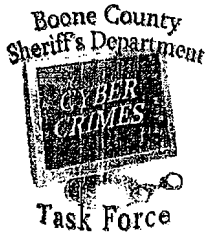
All equipment will need to be tagged so that it can be inventoried. Tags will be sent for your agency to affix to the items. The inventoried items will be verified during on site visits by the MO ICAC staff. If the items are permanently taken out of service, it will be up to the agency to notify MO ICAC to obtain instructions on the disposition of the item.
All invoices should be mailed to:

MO ICAC Task Force
ATTN: Ashley Hill
101 Sheriff Dierker Ct.
O'Fallon, MO. 63366

Please do not hesitate to contact me should you have any questions or concerns in this matter.

Respectfully,

Lt. Chris Mateja



BOONE COUNTY SHERIFF'S DEPARTMENT CYBER CRIMES TASK FORCE

2121 County Drive; Columbia, Missouri 65202
573-442-4302

Web Site: www.bcsdcybercrimes.com

Primary Agencies:

Boone County Sheriff's Dept.
Boone County Prosecuting
Attorney's Office
University of Missouri Police
Department
Federal Bureau of Investigation

Associate Agencies:

Ashland Police Department
Auxvasse Police Department
Boonville Police Department
Centralia Police Department
Columbia Police Dept.
Fayette Police Department
Fulton Police Department
Hallsville Police Department
Holt's Summit Police Dept.
Jefferson City Police
Department
Mexico Department of Public
Safety
Moberly Police Department
Sturgeon Police Department
Audrain County Sheriff's Office
Cole County Sheriff's
Department
Cooper County Sheriff's
Department
Callaway County Sheriff's
Department
Howard County Sheriff's
Department
Randolph County Sheriff's
Department

The Internet Crimes Against Children Task Force (ICAC) was created to help Federal, State and local law enforcement agencies enhance their investigative responses to offenders who use the Internet, online communication systems, or computer technology to sexually exploit children. The Program is funded by the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

The ICAC Program is a national network of 61 coordinated task forces representing over 3,000 federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in proactive investigations, forensic investigations, and criminal prosecutions.

The Missouri Internet Crimes Against Children Task Force (MOICAC), is one of the 61 Task Force Units. MOICAC is managed by the Saint Charles County Sheriff's Department. The Boone County Sheriff's Department Cyber Crimes Task Force is one of eleven Regional Cyber Crime Task Forces in Missouri and is an affiliate of MOICAC.

The Missouri Internet Crimes Against Children Task Force periodically provides money to regional task forces in Missouri for the purchase of equipment and training. During the fall of 2011 MOICAC advised regional forces some reimbursement money may be available for the year 2012. On January 3, 2012 MOICAC awarded the Boone County Sheriff's Department Cyber Crimes Task Force \$10,000 in reimbursable funds specifically for training and equipment provided the expenditure is approved by MOICAC prior to the expenditure. There was no formal solicitation for this grant, therefore I do not have any application documents, nor was there a standard application process.

Cordially,

Andy Anderson

Andy Anderson

Leasa Quick - Catalog #

From: "Mateja, Chris" <CMateja@sccmo.org>
To: "AAnderson@boonecountymmo.org" <AAnderson@boonecountymmo.org>
Date: 1/30/2012 2:29 PM
Subject: Catalog #

16.543 titled "Missing Children's Assistance"

Lt. Chris Mateja DSN 526, CFCE, CCE, SCERS, ACE
St. Charles County Sheriff's Department
Commander, Missouri ICAC
Deputy Director, RCCEEG
101 Sheriff Dierker Ct.
Ofallon, MO. 63366
636-949-3020 x4604
636-949-3009 fax
www.moicac.org
www.preventcybercrime.org
www.facebook.com/sccccu

Leasa Quick - RE: Grant Request

From: "Mateja, Chris" <CMateja@sccmo.org>
To: Andy Anderson <AAnderson@boonecountymo.org>
Date: 1/23/2012 9:44 AM
Subject: RE: Grant Request

Andy,

Your good to go on this.

Thanks,

Lt. Chris Mateja DSN 526, CFCE, CCE, SCERS, ACE
St. Charles County Sheriff's Department
Commander, Missouri ICAC
Deputy Director, RCCEEG
101 Sheriff Dierker Ct.
Ofallon, MO. 63366
636-949-3020 x4604
636-949-3009 fax
www.moicac.org
www.preventcybercrime.org
www.facebook.com/scc.ccu

From: Andy Anderson [AAnderson@boonecountymo.org]
Sent: Monday, January 23, 2012 8:44 AM
To: Mateja, Chris
Subject: Grant Request

Please see the attached training request pertaining to the ICAC grant. In this request we have the money available to pay for the airline ticket to Georgia.

I will send you a hard copy of this request in the mail.

Thanks,

Andy Anderson
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Task Force Coordinator
2121 County Drive
Columbia, Missouri 65202
573-442-4313
AAnderson@boonecountymo.org
www.bcsdcybercrimetaskforce.com
Member Missouri ICAC

Leasa Quick - Fwd: Re: Grant Expense Request

From: Andy Anderson
To: Leasa Quick
Date: 2/7/2012 9:18 AM
Subject: Fwd: Re: Grant Expense Request

\$6383 is the price of registration for the cell phone training. Airline tickets and travel money is covered by the State grant. All other expense are covered in the registration cost.

Andy Anderson
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Task Force Coordinator
2121 County Drive
Columbia, Missouri 65202
573-442-4313
AAAnderson@boonecountymmo.org
www.bcsdcybercrimes.com
Member Missouri ICAC

>>> Leasa Quick 2/7/2012 8:46 AM >>>
Got this which breaks down one of them.

>>> "Mateja, Chris" <CMateja@sccmo.org> 1/17/2012 9:51 AM >>>
Andy

That is fine. Just a reminder the funds can noit be used for federal employees such as the FBI but anyone else is good. I am looking for ur wishlist I am waiting to hear for jennifer to see if she still has th email. If u need anything let me know.

Did u know if ur state rep is submitting the law changes u sent out.

Thanks
Lieutenant Chris Mateja
St. Charles County Sheriff's Dept.

From: Andy Anderson [mailto:AAAnderson@boonecountymmo.org]
Sent: Tuesday, January 17, 2012 09:45 AM
To: Mateja, Chris
Cc: Mo ICAC Ashley Hill <icacsupport@gmail.com>
Subject: Grant Expense Request

Chris,

I would like to use some of the money out of the grant you approved for us to send our local prosecutor to the National ICAC conference in Atlanta from June 16th through June 19th. The rest of us are going including an FBI agent we work with closely. There is a possibility I will not be able to attend and if that is the case I won't need this money as my cost is covered

Leasa Quick - Re: Grant Expense Request

From: "Mateja, Chris" <CMateja@sccmo.org>
To: "AAnderson@boonecountymo.org" <AAnderson@boonecountymo.org>
Date: 1/17/2012 9:51 AM
Subject: Re: Grant Expense Request

Andy

That is fine. Just a reminder the funds can not be used for federal employees such as the FBI but anyone else is good. I am looking for ur wishlist I am waiting to hear for jennifer to see if she still has th email. If u need anything let me know.

Did u know if ur state rep is submitting the law changes u sent out.

Thanks

Lieutenant Chris Mateja
 St. Charles County Sheriff's Dept.

From: Andy Anderson [mailto:AAnderson@boonecountymo.org]
Sent: Tuesday, January 17, 2012 09:45 AM
To: Mateja, Chris
Cc: Mo ICAC Ashley Hill <icacsupport@gmail.com>
Subject: Grant Expense Request

Chris,

I would like to use some of the money out of the grant you approved for us to send our local prosecutor to the National ICAC conference in Atlanta from June 16th through June 19th. The rest of us are going including an FBI agent we work with closely. There is a possibility I will not be able to attend and if that is the case I won't need this money as my cost is covered by the MJCCG grant and I will just transfer that to the assistant prosecuting attorney, Merilee Crockett. I will need approximately \$550 for her room, \$220 for meals, \$40 for shuttle, and about \$400 for the flight. This would total about \$1210 or so.

I should know by Friday, January 19th if I am going or not but I did not want to wait until the last minute to make this request. Please let me know if this is okay with you.

Thanks,

Andy Anderson
 Boone County Sheriff's Dept.
 Cyber Crimes Task Force
 Task Force Coordinator
 2121 County Drive
 Columbia, Missouri 65202
 573-442-4313
AAnderson@boonecountymo.org
www.bcsdcybercrimetaskforce.com
 Member Missouri ICAC

	0
	550.00 +
	220.00 +
Lodging/Meals	770.00 *
	40.00 +
	400.00 +
Travel	440.00 *

Jason Gibson - Re: ICAC Grant

From: Jason Gibson
To: Leasa Quick
Date: 2/14/2012 11:09 AM
Subject: Re: ICAC Grant

Will do. I'll get this to Commission today and have Cameron coordinate with you as to when to add to the agenda.

>>>

From: Leasa Quick
To: Jason Gibson
Date: 2/14/2012 11:03 AM
Subject: Re: ICAC Grant

Please budget it in 23850 minor equipment.

Thank you!

>>> Jason Gibson 2/14/2012 10:59 AM >>>

I have reviewed it and put it in June's box for approval. She had not reviewed yet so I discussed with her this morning. Since the BA process takes so much time, June would like to budget the entire \$10,000 before we send this to Commission.

We have \$2,407 remaining of the \$10,000 grant. We could budget this into training or in 23850 Minor Equipment & Tools <\$1000.

Jason Gibson
 Accountant
 Boone County Auditor
 801 E. Walnut, Rm. 304
 Columbia, Missouri 65201
 Phone 573-886-4277
 Fax 573-886-4280
<http://www.showmeboone.com/AUDITOR/>

>>>

From: Leasa Quick
To: Jason Gibson
CC: Andy Anderson
Date: 2/14/2012 9:01 AM

Subject: Fwd: I need to be ordering airlines tickets for two training opportunities in April. Can you tell me if the ICAC funding is set up yet so I can order those tickets? I also need to order a check for the cell phone training/registration in Georgia which will also come out of ICAC funding.

Jason,

Did you have a chance to look at the paperwork I forwarded to you so we can get it on commission?
 Thanks!

>>> Andy Anderson 2/14/2012 8:43 AM >>>

I need to be ordering airlines tickets for two training opportunities in April. Can you tell me if the ICAC funding is set up yet so I can order those tickets? I also need to order a check for the cell phone training/registration in Georgia which will also come out of ICAC funding.

2/14/2012

FY 2012
Budget Amendments/Revisions
Internet Crimes Task Force (1253)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	2/8/2012	1253	37210	Internet Crimes Task Force	Training/Schools	6,383		To budget for MOICAC grant revenue & expenditures
		1253	37220	Internet Crimes Task Force	Travel	440		
		1253	37230	Internet Crimes Task Force	Lodging/Meals	770		
		1253	23850	Internet Crimes Task Force	Minor Equipment & Tools	2,407		
		1253	3411	Internet Crimes Task Force	Federal Grant Reimbursement	10,000		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the

28th

day of February

20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover the cost of a replacement vehicle for one totaled in a crash:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1195	03945	Insurance Claim Act.	Insurance proceeds		7,000.00
1123	86800	Emergency Funds	Emergency	20,860.00	
1195	92400	Insurance Claim Ct.	Replacement Veh.		26,860.00

Done this 28th day of February, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent (Aye via speaker phone)
Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

2-14-2012

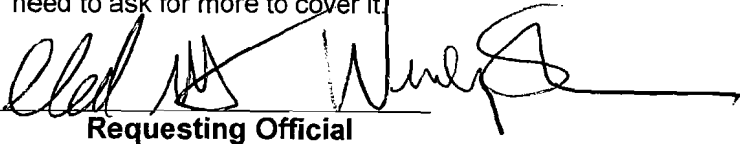
EFFECTIVE DATE

FOR AUDITORS USE

Department					Account					Department Name	Account Name	(Use whole \$ amounts)	
												Transfer From	Transfer To
												Decrease	Increase
1	1	9	5		0	3	9	4	5	Insurance Claim Act.	Insurance proceeds		7,000
1	1	2	3		8	6	8	0	0	Emergency Funds	Emergency	20860	
1	1	9	5		9	2	4	0	0	Insurance Claim Act.	Replacement Veh.		26860

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): To cover cost of a replacement vehicle for one totaled in a crash.

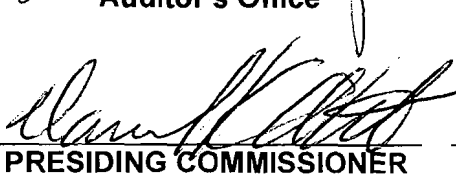
Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? ☒ YES ☒ NO
 If not, please explain (use an attachment if necessary): (Maybe) We are going to attempt to pay for the police specific equipment inside this vehicle out of an already established budget in 2901. If this causes it to go over we may need to ask for more to cover it.


 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- ☒ A schedule of previously processed Budget Revisions/Amendments is attached.
- ☒ Unencumbered funds are available for this budget revision.
- ☐ Comments:


 Auditor's Office


 PRESIDING COMMISSIONER


 DISTRICT I COMMISSIONER

Absent
 DISTRICT II COMMISSIONER

2/14/2012

REQUEST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

9179
VENDOR
NO.Don Brown Chevrolet
VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- ☒ Bid /RFP (enter # below)
☐ Sole Source (enter # below)
☐ Emergency Procurement (enter # below)
☐ Written Quotes (3) Attached (>\$2500 to \$4,499)
☐ Purchase is <\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response b

- ☐ Utility
☐ Employee Travel/Meal Reimb
☐ Training (registration/conf fees)
☐ Dues
☐ Pub/Subscription/Transcript Copies
☐ Refund of Fees Previously Paid to County
☐ Professional Services (see Purchasing Policy Section 3-103); enter
☐ Intergovernmental Agreement
☐ Not Susceptible to Bidding for Other Reasons (Explain):
- ☐ Mandatory Pay
☐ Court Case Tr
☐ Tool and Unifo
☐ Inmate Housin
☐ Remit Payroll
☐ Agency Fund I

#C112055001

(Enter Applicable Bid / Sole Source / Emergency Number)

Return to meta original

Ship to Department # 1251

Bill to Department # 1195

Department				Account				Item Description	Qty	Unit Price	Amount
1	1	9	5	9	2	4	0	2012 Chevrolet Caprice 9C1 Police Package (contract \$25,840 – \$1,000 deductible below)	1	24840	24840
								Cooperative procurement – dealer prep	1	525	525
								Delivery (round trip: 244 mi x .96 = \$234.24)	1	234.24	234.24
								Add line item 004 – head curtain airbags	1	63	63
								Add line item 006 – 6 keys	1	127	127
								Add item 6E3 – fleet keyed alike	1	25	25
								Add item 6N5 - Rear window switches inop	1	70	70
								Add item 6N6 – inside rear doors inop	1	66	66
								Add item AEH – vinyl rear seat	1	110	110
								Add item 6A3 – vinyl floor covering	1	n/c	n/c
								Add item 6J7 – flasher system	1	375	375
								Add item T53 – trunk lid warning system	1	425	425
1	1	9	5	7	1	0	1	2012 Chevy Caprice (Insurance deductible)			1000
								Color: (GAN) Silver Ice Metallic			
								TOTAL			27860.24

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Chad Martin

Prepared By

Requesting Official

Auditor Approval

Revised 07/05

From: Chad Martin
To:
Subject: Fwd: Re: 08 Ford CV

>>> "Janene Jones" <janene-fike@moperm.com> 2/7/2012 4:34 PM >>>
512-21342-1 is a total loss. Initial repair estimate is \$6,803.47 with
high probability of supplemental damage once unit is torn down. ACV
\$8,000 - \$1,000 ded = \$7,000 payment on receipt of signed title. Let me
know if you have any questions.

Thanks!

Janene Jones

Claims Clerk/Processor

888-389-8198 x112

Fax 573-751-8276

janene-jones@moperm.com



BOONE COUNTY SHERIFF'S DEPARTMENT

2121 County Drive
Columbia, Missouri 65202-9051
Dwayne Carey, Sheriff
Phone (573) 875-1111
Fax (573) 874-8953

COPY

Melinda,

I am routing the Budget Revision and Purchase Requisition through the Auditor's Office to make sure I have them correct and so Susan Well's can sign the PR.

Please let me know if you have any questions.

Thanks,
Chad

FY 2012
 Budget Amendments/Revisions
Insurance Claim Activity (1195)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	2/16/2012	1195	3945	Insurance Claim Activity	Insurance Proceeds	7,000		To cover cost of replacement vehicle
		1123	86800	Emergency & Contingency	Emergency		20,860	
		1195	92400	Insurance Claim Activity	Replacement Vehicle	26,860		

2/22/2012

FY 2012
Budget Amendments/Revisions
Emergency (1123-86800)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	2/16/2012	1195	3945	Insurance Claim Activity	Insurance Proceeds	7,000		To cover cost of replacement vehicle
		1123	86800	Emergency & Contingency	Emergency		20,860	
		1195	92400	Insurance Claim Activity	Replacement Vehicle	26,860		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

28th

day of

February

20

12

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

Now on this day the County Commission of the County of Boone does hereby award bid 05-23JAN12 – Ammunition Term and Supply to Gulf States Distributors, OMB Guns, and Simmons Gun Specialties. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28th day of February, 2012.

ATTEST:

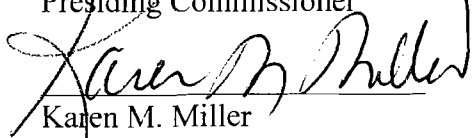
Wendy S. Noren cc

Wendy S. Noren

Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Karen M. Miller

District I Commissioner

Absent (Aye via speaker phone)

Skip Elkin

District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: February 23, 2012
RE: Bid Award Recommendation: 05-23JAN12 – Ammunition Term and Supply

The bid for Ammunition Term and Supply closed on January 23, 2012. Five bids were received. Purchasing and the Boone County Sheriff Department recommend award by line item between, Gulf States Distributors, OMB Guns, and Simmons Gun Specialties for offering the lowest and best bids for Boone County.

This is a term and supply contract. Invoices for this contract will be paid from departments 1251 – Sheriff, 1255 - Corrections, 2901 – Sheriff Operations LE Sales Tax, and account 23200 – Ammunition. \$18,598, \$3,665, and \$17,353 respectively, are budgeted for Ammunition in 2012.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation
Department Memo

cc: Keith Hoskins / Leasa Quick, Sheriff Dept.

**05-23JAN12 - Ammunition -
Term and Supply**

BID TABULATION			Grace Ammo, LLC		Simmons Gun Specialties		OMB Guns		ProGrade Ammo Group LLC		Gulf States Distriobutors	
	Item	Estimated Rounds	Unit Price Per Bullet	Extended Price	Unit Price Per Bullet	Extended Price	Unit Price Per Bullet	Extended Price	Unit Price Per Bullet	Extended Price	Unit Price Per Bullet	Extended Price
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	500									\$6.50	\$3,250.00
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	30000			\$0.2120	\$6,360.00						
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	3000			\$1.735	\$5,205.00						
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	3000					\$0.43	\$1,290.00			\$0.44	\$1,320.00
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" - High Brass Only. New manufacturer only - no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	3000			\$0.4150	\$1,245.00	\$0.45	\$1,350.00			\$0.38	\$1,140.00
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	3000					\$0.26	\$780.00	\$0.2968	\$890.40	\$0.28	\$840.00
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	100000			\$0.54	\$54,000.00						
4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber - No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads.	15,000					\$0.36	\$5,400.00				
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.	65,000	\$0.23	\$14,950.00	\$0.2280	\$14,820.00	\$0.24	\$15,600.00	\$0.32212	\$20,937.80		
4.9.8.	Sub-Total of Factory Loads (4.9.1.-4.9.7.)					\$81,978.00						\$60,380.00
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)											\$68,880.00
4.11.1	Maximum % Increase for 1st Renewal		5.00%		5.00%		6.00%		5.00%		40.00%	
4.11.1	Maximum % Increase for 2nd Renewal		0.00%		5.00%		10.00%		5.00%		40.00%	
4.12.	Minimum Quantity Rounds per type per order		5000		1000		2500		1000		1000 (or 500 for CTS Sock)	
4.13.	Delivery ARO		10-30 Days		30-120 Days		30-150 Days		30 Days		30-90 Fays	
4.14.	COOP? (Yes or No)		Yes		Yes		Yes		Yes		Yes	

**PURCHASE AGREEMENT
FOR
AMMUNITION – TERM & SUPPLY**

THIS AGREEMENT dated the 28 day of February 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gulf States Distributors, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ammunition Term & Supply**, County of Boone Request for Bid for **Ammunition Term & Supply**, bid number **05-23JAN12**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **January 19, 2012** and executed by **Geanie Trammell** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award and extend through December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the **following ammunition**:

	Item	Estimated Rounds	Unit Price Per Bullet	Extended Price
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	30000	\$0.175	\$5,250.00
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	3000	\$1.260	\$3,780.00
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" – High Brass Only. New manufacturer only – no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	3000	\$0.38	\$1,140.00
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	100000	\$0.39	\$39,000.00

4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.	65,000	\$0.22	\$14,300.00
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Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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

5. Billing and Payment - All billing shall be invoiced to Boone County Sheriff Department, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County 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.

GULF STATES DISTRIBUTORS, INC.

by [Signature]

title VICE PRESIDENT

address 6000 E. SHIRLEY LN
MONTGOMERY, AL 36117

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Daniel K. Atwill, Presiding Commissioner

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature] by 1251, 1255, 2901/23200 Term and Supply
Signature Date 02/21/2012 - No encumbrance required
Appropriation Account

4. **Response Form**

- 4.1. Company Name: Gulf States Distributors, Inc
- 4.2. Address: 6000 E. Shirley Lane
- 4.3. City/Zip: Montgomery, AL 36117
- 4.4. Phone Number: (800) 223-7869
- 4.5. Fax Number: (334) 279-9267
- 4.6. Federal Tax ID: 63-0803427
- 4.6.1. ☒ Corporation
☐ Partnership - Name _____
☐ Individual/Proprietorship - Individual Name _____
☐ Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price	Delivery ↓
4.7.	Less Lethal Ammunition				
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$ 6.15	500	\$ 3,075.00	30-45 days
4.8.	Other Ammunition				
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$.175	30,000	\$ 5,250.00	30-60 days
4.9.	Factory Loads				
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	\$ 1.26	3,000	\$ 3,780.00	60-90 days
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	\$.44	3,000	\$ 1,320.00	30-60 days
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" - High Brass Only. New manufacturer only - no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	\$.38	3,000	\$ 1,140.00 840.00 ⊕	30-60 days
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	\$.28	3,000	\$ 840.00	30-60 days
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$.39	100,000	\$ 39,000.00	60-90 days

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads.	\$	15,000	\$	No Bid
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.	\$ 22	65,000	\$	14,300.00
4.9.8.	Sub-Total of Factory Loads (4.9.1.–4.9.7.)			\$	60,380.00
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$	68,705.00

60-90 days

4.11.. PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.

4.11.1 Maximum Percentage Increase for 10-40 % 1st Renewal 10.40 % 2nd Renewal

4.12. Minimum Quantity for Order: 1000 Rounds Per Type * 500 rds CTS 12ga * Exact amount

4.13. Delivery after Receipt of Order: See each line item for delivery Days Can not be predicted due to unknown commodity costs.

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? ☒ Yes ☐ No

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

Geane Trammell Date: 1-19-2012

4.15.2. Print Name and Title of Authorized Representative

Geane Trammell / Le Sales Date: 1-19-2012

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

County of Montgomery)ss
State of Alabama)

My name is Geanie Trammell I am an authorized agent of Gulf States Distributors (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Geanie Trammell 1-19-2012
Affiant Date
Geanie Trammell
Printed Name

Subscribed and sworn to before me this 19th day of January, 2012

[Signature]
Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- _____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- _____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

N/A

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

N/A

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Geanie Trammell / Law Enforcement Sales
Name and Title of Authorized Representative

Geanie Trammell
Signature

1-19-2012
Date



Request for Bid (Bid)

Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201

Tyson Boldan, Purchasing
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **05-23JAN12**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY, January 23, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
613 E. Ash Street, Room 109
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **MONDAY, January 23, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Johnson Building Conference
613 E. Ash Street, Room 109
Columbia, MO 65201

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department a minimum of 6 days before the bid opening date. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items. 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);

- 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Quantity** – The quantities indicated on the Response Form are estimates only and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3.1. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from the date of award through December 31, 2013, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 8 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 4.5.2. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED**
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
- 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.7.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject

to rejection.

- 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Boone County Sheriff's Department
- 2.11.1. **Bid Clarification** – Tyson Boldan, Purchasing, 613 E. Ash Street, Room 109, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: tboldan@boonecountymo.org

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. ☐ Corporation☐ Partnership - Name _____☐ Individual/Proprietorship - Individual Name _____☐ Other (Specify) _____**PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED**

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$	500	\$
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$	30,000	\$
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	\$	3,000	\$
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	\$	3,000	\$
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" – High Brass Only. New manufacturer only – no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	\$	3,000	\$
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	\$	3,000	\$
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$	100,000	\$

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads.	\$	15,000	\$
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.	\$	65,000	\$
4.9.8.	Sub-Total of Factory Loads (4.9.1.– 4.9.7.)			\$
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$

4.11. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.**

4.11.1 **Maximum Percentage Increase for** _____ **% 1st Renewal** _____ **% 2nd Renewal**

4.12. **Minimum Quantity for Order:** _____ **Rounds Per Type**

4.13. **Delivery after Receipt of Order:** _____ **Days**

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.15. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. **Authorized Representative (Sign By Hand):**

_____ **Date:** _____

4.15.2. **Print Name and Title of Authorized Representative**

_____ **Date:** _____

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

County of _____)

State of _____)ss
_____)

My name is _____. I am an authorized agent of _____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Affiant

Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing
613 E. Ash Street, Room 108
Columbia, MO 65201

Standard Terms and Conditions

Tyson Boldan, Purchasing
Phone: (573) 886-4391 – Fax: (573) 886-4390

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 or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

"No Bid" Response Form

Tyson Boldan, Purchasing
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 05-23JAN12 - Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
AMMUNITION – TERM & SUPPLY**

THIS AGREEMENT dated the 28 day of February 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Global Guns and Hunting dba OMB Guns**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ammunition Term & Supply**, County of Boone Request for Bid for **Ammunition Term & Supply**, bid number **05-23JAN12**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **January 20, 2012** and executed by **Jack Ralph** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date of award and extend through **December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the **following ammunition**:

	Item	Estimated Rounds	Unit Price Per Bullet	Extended Price
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	500	\$5.55	\$2,775.00

Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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

5. Billing and Payment - All billing shall be invoiced to Boone County Sheriff Department, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes

shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County 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:

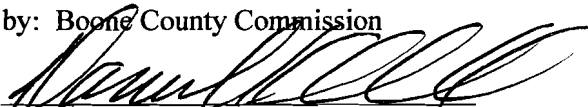
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

**GLOBAL GUNS AND HUNTING
DBA OMB GUNS**

by 
title Treasurer
address 15765 S. KEELE ST
OLATHE KS 66062

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

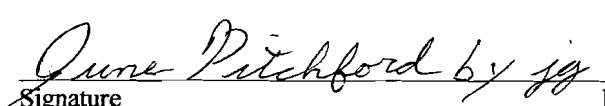

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

 by jj 1251, 1255, 2901/23200 Term and Supply
Signature Date Appropriation Account
02/21/2012 - No encumbrance required

4. Response Form

- 4.1. Company Name: GLOBAL GUNS AND HUNTING DBA OTH GUNS
- 4.2. Address: 15765 S. KEELER ST
- 4.3. City/Zip: OLATHE KS 66062
- 4.4. Phone Number: 913-486-5080
- 4.5. Fax Number: 913-322-8417
- 4.6. Federal Tax ID: 20-1022758
- 4.6.1. ☒ Corporation
☐ Partnership - Name _____
☐ Individual/Proprietorship - Individual Name _____
☐ Other (Specify) _____

copy

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO AS SUBSTITUTIONS ALLOWED) SPEC	\$ 5.55	500	\$ 2,775.00
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$	30,000	\$ NO BELL
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	\$	3,000	\$ NO BELL
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent. REMINGTON SPIRALS	\$.43	3,000	\$ 1,290.00
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" - High Brass Only. New manufacturer only - no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent. REMINGTON SPIRALS	\$.45	3,000	\$ 1,350.00
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	\$.26	3,000	\$ 780.00
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$	100,000	\$ NO BELL

REMINGTON
GL128

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber - No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads. <i>AS SPEC</i>	\$.36	15,000	\$ 5,400.00
4.9.7.	<i>Remington 40SWB</i> 40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.	\$.24	65,000	\$ 15,600.00
4.9.8.	Sub-Total of Factory Loads (4.9.1.-4.9.7.)			\$ 24,470.00
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$ 2,775.00

4.11.. PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.

4.11.1 Maximum Percentage Increase for 6 % 1st Renewal 10 % 2nd Renewal

4.12. Minimum Quantity for Order: 2,500 Rounds Per Type

4.13. Delivery after Receipt of Order: 30 - 150 Days

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? ✓ Yes No

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

Jack Rault Date: 1-20-12

4.15.2. Print Name and Title of Authorized Representative

Jack Rault Treasurer Date: 1-20-12

County of Johnson)
State of Kansas) ss

Jack Page 1-20-12
Affiant Date

Jack Ruff
Printed Name

Subscribed and sworn to before me this 20th day of Jan, 2012.

Theresa Guly
Notary Public



(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

JACK RALPH TREASURER

Name and Title of Authorized Representative

Jack Ralph

Signature

1-20-12

Date



Request for Bid (Bid)

Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201

Tyson Boldan, Purchasing
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **05-23JAN12**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY, January 23, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
613 E. Ash Street, Room 109
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **MONDAY, January 23, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Johnson Building Conference
613 E. Ash Street, Room 109
Columbia, MO 65201

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department a minimum of 6 days before the bid opening date. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items. 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.
 - 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);

- 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Quantity** – The quantities indicated on the Response Form are estimates only and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3.1. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from the date of award through December 31, 2013, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 8 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 4.5.2. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED**
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
- 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.7.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject

to rejection.

- 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Boone County Sheriff's Department
- 2.11.1. **Bid Clarification** – Tyson Boldan, Purchasing, 613 E. Ash Street, Room 109, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: tboldan@boonecountymo.org

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. ☐ Corporation☐ Partnership - Name _____☐ Individual/Proprietorship - Individual Name _____☐ Other (Specify) _____**PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED**

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$	500	\$
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$	30,000	\$
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	\$	3,000	\$
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	\$	3,000	\$
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" – High Brass Only. New manufacturer only – no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	\$	3,000	\$
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	\$	3,000	\$
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$	100,000	\$

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads.	\$	15,000	\$
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.	\$	65,000	\$
4.9.8.	Sub-Total of Factory Loads (4.9.1.– 4.9.7.)			\$
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$

4.11. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.**

4.11.1 **Maximum Percentage Increase for _____ % 1st Renewal _____ % 2nd Renewal**

4.12. **Minimum Quantity for Order: _____ Rounds Per Type**

4.13. **Delivery after Receipt of Order: _____ Days**

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.15. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. **Authorized Representative (Sign By Hand):**

_____ Date: _____

4.15.2. **Print Name and Title of Authorized Representative**

_____ Date: _____

County of _____)
State of _____)ss
)

9

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing
613 E. Ash Street, Room 108
Columbia, MO 65201

Standard Terms and Conditions

Tyson Boldan, Purchasing

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

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 or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Tyson Boldan, Purchasing
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 05-23JAN12 - Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
AMMUNITION – TERM & SUPPLY**

THIS AGREEMENT dated the 28 day of February 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Simmons Gun Specialties**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ammunition Term & Supply**, County of Boone Request for Bid for **Ammunition Term & Supply**, bid number **05-23JAN12**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **January 20, 2012** and executed by **Gregg Johnson** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award and extend through December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the **following ammunition**:

	Item	Estimated Rounds	Unit Price Per Bullet	Extended Price
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	3000	\$0.3980	\$1,194.00
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	3000	\$0.2430	\$729.00
4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed . Caliber: 40 S & W. New manufacturer only. No reloads.	15,000	\$0.3190	\$4,785.00

Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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

5. *Billing and Payment* - All billing shall be invoiced to Boone County Sheriff Department, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County 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.

SIMMONS GUN SPECIALTIES

by Gregg Johnson
title Owner
address 20241 W. 207th
Spring Hill Mo 66083

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Daniel K. Atwell, Presiding Commissioner

ATTEST:

Wendy S. Noren cc
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

June Pitchford by jg 1251, 1255, 2901/23200 Term and Supply
Signature Date 02/21/2012 - No encumbrance required
Appropriation Account

4. Response Form

- 4.1. Company Name: Simmons Gun Specialties
- 4.2. Address: 20241 W. 207th
- 4.3. City/Zip: SPRING HILL KS 66083
- 4.4. Phone Number: 913-592-3939
- 4.5. Fax Number: 913-686-3299
- 4.6. Federal Tax ID: 27-1144364
- 4.6.1. ☒ Corporation
☐ Partnership - Name _____
☐ Individual/Proprietorship - Individual Name _____
☐ Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$ NO	500	\$ BID
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) AE9DP	0.212 \$ 212.00	30,000	\$ 6360.00
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	1.735 \$ 1735.00	3,000	\$ 5205.00
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent REMINGTON SP12RS	0.398 \$ 398.00	3,000	\$ 1194.00
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" - High Brass Only. New manufacturer only - no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent REMINGTON R128B00	0.415 \$ 415.00	3,000	\$ 1245.00
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent REM G128	0.243 \$ 243.00	3,000	\$ 729.00
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed AE 223	0.54 \$ 540.00	100,000	\$ 54,000.00

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads. <u>GSB40SWB</u>	0.319 \$ 319.00	15,000	\$ 4785.00
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent. <u>REM. L40SW3</u>	0.228 \$ 228.00	65,000	\$ 14,882.00
4.9.8.	Sub-Total of Factory Loads (4.9.1.–4.9.7.)			\$ 82,040.00
4.10.	Grand Total for Ammunition (4.8.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$ 88,400.00

4.11.. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.**

4.11.1 Maximum Percentage Increase for 5 % 1st Renewal 5 % 2nd Renewal

4.12. Minimum Quantity for Order: 1000 Rounds Per Type

4.13. Delivery after Receipt of Order: 30 to 120 Days

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? X Yes No

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

Gregg Johnson Date: 1/20/2012

4.15.2. Print Name and Title of Authorized Representative

Gregg Johnson Buyer Date: 1/20/2012

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

County of Johnson)

State of KS)ss
)

My name is Gregg Johnson. I am an authorized agent of Simmons Gun Specialties (Bidder). This

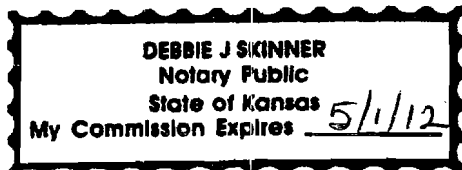
business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of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

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

Gregg Johnson 1/20/2012
Affiant Date
Gregg Johnson
Printed Name

Subscribed and sworn to before me this 20 day of Jan, 2012.

Debbie J. Skinner
Notary Public



(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

<u>Gregg Johnson</u>	<u>Buyer</u>
Name and Title of Authorized Representative	
<u>Gregg Johnson</u>	<u>1/20/2012</u>
Signature	Date



Boone County Purchasing
613 E. Ash Street, Room 108
Columbia, MO 65201

Standard Terms and Conditions

Tyson Boldan, Purchasing

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

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 or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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



Request for Bid (Bid)

Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201

Tyson Boldan, Purchasing
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **05-23JAN12**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY, January 23, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
613 E. Ash Street, Room 109
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **MONDAY, January 23, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Johnson Building Conference
613 E. Ash Street, Room 109
Columbia, MO 65201

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department a minimum of 6 days before the bid opening date. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items. 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);

- 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Quantity** – The quantities indicated on the Response Form are estimates only and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3.1. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from the date of award through December 31, 2013, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 8 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 4.5.2. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED**
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
- 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.7.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject

to rejection.

- 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Boone County Sheriff's Department
- 2.11.1. **Bid Clarification** – Tyson Boldan, Purchasing, 613 E. Ash Street, Room 109, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: tboldan@boonecountymo.org

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. ☐ Corporation☐ Partnership - Name _____☐ Individual/Proprietorship - Individual Name _____☐ Other (Specify) _____**PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED**

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$	500	\$
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$	30,000	\$
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	\$	3,000	\$
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	\$	3,000	\$
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" – High Brass Only. New manufacturer only – no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	\$	3,000	\$
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	\$	3,000	\$
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$	100,000	\$

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads.	\$	15,000	\$
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.	\$	65,000	\$
4.9.8.	Sub-Total of Factory Loads (4.9.1.– 4.9.7.)			\$
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$

4.11. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.**

4.11.1 **Maximum Percentage Increase for _____ % 1st Renewal _____ % 2nd Renewal**

4.12. **Minimum Quantity for Order: _____ Rounds Per Type**

4.13. **Delivery after Receipt of Order: _____ Days**

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.15. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.15.2. Print Name and Title of Authorized Representative

_____ Date: _____

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

County of _____)

State of _____)ss
_____)

My name is _____. I am an authorized agent of _____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Affiant Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing
613 E. Ash Street, Room 108
Columbia, MO 65201

Standard Terms and Conditions

Tyson Boldan, Purchasing

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

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 or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

"No Bid" Response Form

Tyson Boldan, Purchasing
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 05-23JAN12 - Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 28th day of February 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of University of Missouri System cooperative contract Q013009 – Video Conferencing Products with Expedite VCS. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28th day of February, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner
Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent (Aye via speaker phone)
 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: January 27, 2012
RE: Cooperative Contract: Q013009 – Video Conferencing Products

copy

Purchasing and the Sheriff's Office request permission to utilize the University of Missouri System cooperative contract *Q013009 – Video Conferencing Products* with Expedite VCS of Ellisville, Missouri.

Cost of contract is \$11,510.10 (plus freight which will be added back to invoice) and will be paid from department 2905 – LE/Judicial Info Systems, accounts 91300 – Machinery & Equipment. \$15,000.00 was budgeted for 2012.

cc: Chad Martin, Sheriff
Contract File

**PURCHASE AGREEMENT FOR
VIDEO CONFERENCING PRODUCTS**

THIS AGREEMENT dated the 28 day of February 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Expedite VCS**, 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 furnishing, delivery and installation of **Video Conferencing Products**, in compliance with all bid specifications and any addendum issued for the University of Missouri System Contract **Q013009**, as well as Expedite quote #MPEGQ3832, Boone County Standard Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements and Debarment 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 and the University of Missouri System Contract **Q013009** shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, **Video Conferencing Documents** as identified and responded to in the Contractor's Bid Response, Quote MPEGQ3832 and in the attached University of Missouri System contract. Service and equipment shall be provided as required in the bid specifications and in conformity with the contract documents for the prices / discount structure set forth in the University of Missouri contract, as needed and as ordered by the County. Video Conferencing Products will be purchased as follows:

<u>Qty</u>	<u>Item #</u>	<u>Description</u>	<u>List</u>	<u>Net</u>	<u>Ext.</u>
1	7200-23130-001	HDX 7000-720: HDX 7000 HD codec, EagleEye camera, HDX mic array, Eng rmt. Cables: 2 component video (DVI-RCA), audio (RCA-RCA), LAN, NA pwr. NTSC. (Maintenance Contract Required)	\$9,999	\$7,100.40	\$7,100.40
1	7230-25659-030	100ft/30m MAIN/AUX camera cable for EE HD 720,\$599 EE II & III 1080 cameras. Limited support for EagleEye View Camera (video & control only, no voice). Includes power supply and replaceable North American power cord (customer supplied for add'l geo's)	\$599	\$479.20	\$479.20
1	2215-24143-001	EagleEye HD, EagleEye View and EagleEye QDX Camera wall/panel/shelf mounting bracket	\$155	\$104.50	\$104.50
1	60-891-01	P/2 DA8 ADistribution Amplifier, up to 8 connections, audio and video, for multiple monitors	\$795	\$493.75	\$493.75
5	26-566-04	MVGA-A M-M/25 Audio, video PC cables from Dist Amp to TV's, 25'	\$90	\$56.25	\$281.25
1	Wiring & Cable	Misc cable and wiring concealment, wiremold / conduit	\$335	\$250.00	\$250.00
1	4870-00408-002	Onsite installation service for HDX 7000 Series	\$1,195	\$836.50	\$836.50
1	Misc Labor	Labor to assist/consult workers installing wiremold	\$110.00	\$110.00	\$110.00
1	Shipping	Misc cable, connectors	\$95	\$80.00	\$80.00

1	4870-00408-136 Premier, Three Year, HDX 7000 Series	\$2,535	\$1,774.50	\$1,774.50
	TOTAL			\$11,510.10

3. **Contract Duration** - This agreement for equipment shall commence on contract date written above and extend through May 10, 2012 subject to the provisions for termination specified below. The maintenance portion of the agreement stays in effect for three years following installation, ending on or about **March 2015**.

4. **Delivery** - Vendor agrees to deliver equipment and service as set forth in the bid documents and within 30 days after receipt of order. Delivery shall be FOB: Destination, Freight pre-paid and allowed. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Vendor's bid response. No additional fees for 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.

EXPEDITE VCS

by Mark Gaynor
title Regional Sales Manager

BOONE COUNTY, MISSOURI

by: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

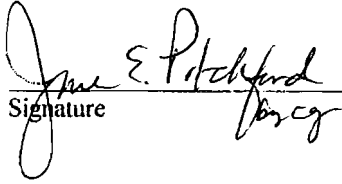
[Signature]
County Counselor

ATTEST:

Wendy S. Noren cc
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 the contract do not create in a measurable county obligation at this time.)


Signature


Date

2905 / 91300 / \$11,510.10 + freight

Appropriation Account

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

MARK GAYNOR - Regional Sales Manager, Expedite VCS
Name and Title of Authorized Representative

Mark Gaynor
Signature

21 1/12
Date

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.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered a non-exclusive contract.
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.

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.
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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.
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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.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$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.

**Sales Rep.**

Mark Gaynor
636-527-7233
mgaynor@expeditevcs.com

QUOTE**Quote #** MPEGQ3832**Date:** 11/18/11**Quotation for:**

Boone County Sheriff
Mike Krohn
County Dr

Cust. Phone #

573-228-4032

Dear Mike,

Expedite appreciates the opportunity to assist you with your videoconferencing needs. As per your request, I am pleased to offer the following price quotation:

Qty	Item #	Description	List Price	Net Price	Ext. Price
1	7200-23130-001	HDX 7000-720: HDX 7000 HD codec, EagleEye camera, HDX mic array, Eng mnt. Cables: 2 component video (DVI-RCA), audio (RCA-RCA), LAN, NA pwr. NTSC (Maintenance Contract Required)	\$9,999.00	\$7,100.40	\$7,100.40
1	7230-25659-030	100ft/30m MAIN/AUX camera cable for EE HD 720, EE II & III 1080 cameras. Limited support for EagleEye View camera (video & control only, no voice). Includes power supply and replaceable North American power cord (customer supplied for add'l geo's)	\$599.00	\$479.20	\$479.20
1	2215-24143-001	EagleEye HD, EagleEye View and EagleEye QDX Camera wall/panel/shelf mounting bracket	\$155.00	\$104.50	\$104.50
1	60-891-01	P/2 DA8 ADistribution Amplifier, up to 8 connections, audio and video, for multiple monitors	\$795.00	\$493.75	\$493.75
5	26-566-04	MVGA-A M-M/25 Audio, video, PC cables from Dist Amp to TV's, 25'	\$90.00	\$56.25	\$281.25
1	Wiring & Cable	Misc cable and wiring concealment, wiremold/conduit	\$335.00	\$250.00	\$250.00
1	4870-00408-002	Onsite installation service for HDX 7000 Series	\$1,195.00	\$836.50	\$836.50
1	Misc Labor	Labor to assist/consult workers installing wiremold	\$110.00	\$110.00	\$110.00
1	Shipping	Misc cable, connectors	\$95.00	\$80.00	\$80.00
1	4870-00408-106	Premier, One Year, HDX 7000 Series	\$995.00	\$696.50	\$696.50
OR					
1	4870-00408-136	Premier, Three Year, HDX 7000 Series	\$2,535.00	\$1,774.50	\$1,774.50

Sincerely,

Agreed and accepted:

PO #

Date:

Mark Gaynor

Mark Gaynor

Mike Krohn

Please Note: Prices are good for 30 days. Shipping, handling, and applicable taxes are not reflected in this quote.

Installation note: Customer must provide an electrical outlet and either IP or ISDN connectivity within 5 feet of where the equipment is to be installed. It is the customer's responsibility to resolve any firewall issues.

Corporate Headquarters: 325 Duffy Avenue, Hicksville, NY 11801 Tel: 516-433-3877 Fax: 516-938-0024

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/31/2012

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

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

PRODUCER Prince Associates, Inc. 183 Broadway Hicksville, NY 11801 Melinda Epstein	CONTACT NAME: Melinda Epstein PHONE (A/C, No, Ext): 516.822.6550 FAX (A/C, No): 516.822.6564 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																					
INSURED Expedite Video Conferencing Services, Inc. 325 Duffy Ave Hicksville, NY 11801	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Hartford Casualty Insurance Co</td><td>29424</td></tr> <tr> <td>INSURER B:</td><td>Allmerica Financial Benefit</td><td>41840</td></tr> <tr> <td>INSURER C:</td><td>Hartford Underwriters Ins Co.</td><td>30104</td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Casualty Insurance Co	29424	INSURER B:	Allmerica Financial Benefit	41840	INSURER C:	Hartford Underwriters Ins Co.	30104	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** County of Boone**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			12SBQB17219	04/29/2011	04/29/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			AWY905358200	06/09/2011	06/09/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			12SBQB17219	04/29/2011	04/29/2012	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			12WECDF1127	04/29/2011	04/29/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 500,000
							E L DISEASE - POLICY LIMIT \$ 500,000

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

Certificate holder is included as Additional insured as agreed to in a signed written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

County of Boone 613 E. Ash Street Room 110 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Melinda Epstein Melinda Epstein/MEL
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Company ID Number: 502310

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **EXPEDITE VIDEO CONFERENCING, INC.** (E-Verify Employer Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **EXPEDITE VIDEO CONFERENCING, INC.** (E-Verify Employer Agent) on behalf of the E-Verify Employer Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers



Company ID Number: 502310

provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent) at the E-Verify website and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.



Company ID Number: 502310

4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer shall display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer shall provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer shall comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only



Company ID Number: 502310

accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. Participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer shall initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer



Company ID Number: 502310

(through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer may not use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through the E-Verify Employer Agent) shall follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer shall not take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer shall comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or



Company ID Number: 502310

recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer shall not engage in such illegal practices as selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer shall record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer will use the information it receives from SSA or DHS (through its E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The information that the Employer receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. If the Employer is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.



Company ID Number: 502310

a. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the E-Verify system and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS



Company ID Number: 502310

and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: A Federal contractor with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. If the Employer is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.



Company ID Number: 502310

A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor with the FAR E-Verify clause.

B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.

4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review



Company ID Number: 502310

indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer shall not ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer shall refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer shall provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. If an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer shall send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or



Company ID Number: 502310

- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of the parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials. An E-Verify Employer Agent for an Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, that Employer will remain a participant in the E-Verify program on behalf of the Employer, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all the Employer's newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify



Company ID Number: 502310

Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The E-Verify Employer Agent understands that if the Employer is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

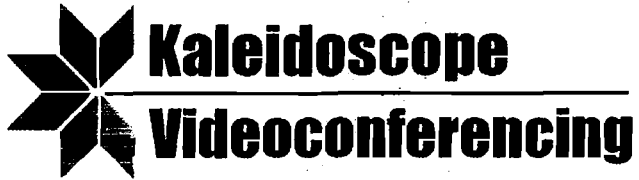
C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.



300 South Garth Ave
Columbia MO 65203
573-424-4254 (voice)

jsc@kalvideo.com

Saturday, February 11, 2012

To Whom It May Concern:

As a local sub-contractor for Expedite Videoconferencing Inc, I am writing to affirmatively state in writing in that we are not in violation of Section 285.530.1. We furthermore affirm under penalty of perjury that all employees of Kaleidoscope Videoconferencing are lawfully present in the United States.

If you have any questions, please contact me at 573-424-4254 or via email at jsc@kalvideo.com

Sincerely,



J. Scott Christianson
Owner



Company ID Number: 502310

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **EXPEDITE VIDEO CONFERENCING, INC.** (E-Verify Employer Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **EXPEDITE VIDEO CONFERENCING, INC.** (E-Verify Employer Agent) on behalf of the E-Verify Employer Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers



Company ID Number: 502310

provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent) at the E-Verify website and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.



Company ID Number: 502310

4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer shall display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer shall provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer shall comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only



Company ID Number: 502310

accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. Participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer shall initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer



Company ID Number: 502310

(through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer may not use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through the E-Verify Employer Agent) shall follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer shall not take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer shall comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or



Company ID Number: 502310

recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer shall not engage in such illegal practices as selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer shall record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer will use the information it receives from SSA or DHS (through its E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The information that the Employer receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. If the Employer is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.



Company ID Number: 502310

a. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the E-Verify system and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS



Company ID Number: 502310

and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: A Federal contractor with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. If the Employer is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.



Company ID Number: 502310

A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor with the FAR E-Verify clause.

B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.

4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review



Company ID Number: 502310

indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer shall not ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer shall refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer shall provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. If an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer shall send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or



Company ID Number: 502310

- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of the parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials. An E-Verify Employer Agent for an Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, that Employer will remain a participant in the E-Verify program on behalf of the Employer, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all the Employer's newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify



Company ID Number: 502310

Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The E-Verify Employer Agent understands that if the Employer is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/31/2012

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

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

PRODUCER Prince Associates, Inc. 183 Broadway Hicksville, NY 11801 Melinda Epstein	CONTACT NAME: Melinda Epstein PHONE (A/C, B/c, Ext): 516.822.6550 FAX (A/C, Ext): 516.822.6564 E-MAIL: PRODUCER: CUSTOMER ID #:														
INSURED Expedite Video Conferencing Services, Inc. 325 Duffy Ave Hicksville, NY 11801	<table border="1"> <thead> <tr> <th data-bbox="797 373 1227 396">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1232 373 1312 396">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="797 396 1227 420">INSURER A: Hartford Casualty Insurance Co</td> <td data-bbox="1232 396 1312 420">29424</td> </tr> <tr> <td data-bbox="797 420 1227 443">INSURER B: Allmerica Financial Benefit</td> <td data-bbox="1232 420 1312 443">41840</td> </tr> <tr> <td data-bbox="797 443 1227 466">INSURER C: Hartford Underwriters Ins Co.</td> <td data-bbox="1232 443 1312 466">30104</td> </tr> <tr> <td data-bbox="797 466 1227 489">INSURER D:</td> <td data-bbox="1232 466 1312 489"></td> </tr> <tr> <td data-bbox="797 489 1227 512">INSURER E:</td> <td data-bbox="1232 489 1312 512"></td> </tr> <tr> <td data-bbox="797 512 1227 535">INSURER F:</td> <td data-bbox="1232 512 1312 535"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co	29424	INSURER B: Allmerica Financial Benefit	41840	INSURER C: Hartford Underwriters Ins Co.	30104	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** County of Boone**REVISION NUMBER:**

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

AREA LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		12S8QB17219	04/29/2011	04/29/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO <input type="checkbox"/> EXCL <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		ANY905358200	06/09/2011	06/09/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		12S8QB17219	04/29/2011	04/29/2012	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	12MECDF1127	04/29/2011	04/29/2012	<input checked="" type="checkbox"/> E L EACH ACCIDENT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	N/A				E L DISEASE - EA EMPLOYEE \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)
 Certificate holder is included as Additional insured as agreed to in a signed written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

County of Boone 613 E. Ash Street Room 110 Columbia, MD 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Melinda Epstein</i> Melinda Epstein/MEL
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ACORD 25 (2009/09)

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