

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of September 20 11

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 State of Missouri cooperative contract C211034001 – PC Prime Vendor Services with World Wide Technology. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 9, 2011
RE: Cooperative Contract: C211034001 – PC Prime Vendor Services

Purchasing and Information Technology request permission to utilize the State of Missouri cooperative term and supply contract *C211034001* with World Wide Technology of Maryland Heights, Missouri for PC Prime Vendor services.

This is a Term and Supply contract that will be used primarily by Information Technology.

cc: Aron Gish, IT
Chad Martin, Sheriff
Contract File

**PURCHASE AGREEMENT FOR
PC PRIME VENDOR SERVICES**

THIS AGREEMENT dated the 7th day of September 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **World Wide Technology, Inc.** 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 **PC Prime Vendor Services** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C211034001**, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or State of Missouri bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract **C211034001** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with PC Prime Vendor Services on an as needed basis.

3. **Contract Duration** - This agreement shall commence on **August 1, 2011 and extend through June 30, 2013** subject to the provisions for termination specified below. This contract may renew by order of the County for three (3) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not..

4. **Billing and Payment** - All billing shall be invoiced to the respective ordering Boone County Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, 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. 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.

5. **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.

6. **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.

WORLD WIDE TECHNOLOGY, INC.

by Stephanie Stackwell, Esq.
title Contract Manager

Commissioner

BOONE COUNTY, MISSOURI

by: Boone County Commission
Edward H. Robb
Edward H. Robb, Presiding

APPROVED AS TO FORM:

J. H. Boen
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

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.)

James E. Pitchford
Signature
Account

9/9/11
Date

County Wide Term and Supply
Appropriation

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.



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

August 3, 2011

CONTRACT TITLE: PC PRIME VENDOR SERVICES

CURRENT CONTRACT PERIOD: AUGUST 1, 2011 THROUGH JUNE 30, 2013

BUYER INFORMATION: Brent Dixon
 Division of Purchasing and Materials Management
 Telephone: (573) 751-4903
 Fax: (573) 526-9816
 Email Address: brent.dixon@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	August 1, 2011 through June 30, 2013	June 30, 2016

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

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
 Local Purchase Authority shall not be used to purchase supplies/services included
 in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's
Awarded Bid & Contract Document Search located on the Internet at <http://www.oa.mo.gov/purch>.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C211034001	4319128950 2	World Wide Technology, Inc. 58 Weldon Parkway St. Louis, MO 63043-3101 Phone: (888) 234-8898 Fax: (800) 775-5475 Web Address: http://www.wwt.com/missouri	Yes	Yes

STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
08/01/11-06/30/13	08/3/11	Initial issuance of new statewide contract.

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ATTACHMENTS

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1. **GENERAL CONTRACT INFORMATION:**

1.1 **Purpose:** The purpose of the PC Prime Vendor contract is to provide state agencies the ability to purchase microcomputer/personal computer (PC) related hardware (desktops, portable computers, servers, printers, peripherals/supplies), software and software maintenance, and value-added services (installation, warranty, warranty upgrades, service plans, critical systems hardware maintenance, and fixed asset tracking) on an as needed basis. The products and services offered under the contract must be suitable for use in the business transacted by the State of Missouri. World Wide Technology, Inc. (WWT) shall not offer products and services outside the parameters defined within this document.

The intent of the contract is to provide a robust assortment of products and services from which the state may purchase. WWT shall assist and provide product pricing, order processing, product and service delivery, inventory and other administrative and reporting functions and support, to accommodate the state agency in determining overall needs.

1.2 **Product Use:** All hardware and software available for use through the contract and as acquired by the state agency shall be utilized in a microcomputer/personal computer environment. WWT must report to a representative named by the State Chief Information Officer of the Office of Administration's Information Technology Services Division to work with WWT and the Division of Purchasing and Materials Management to monitor the actual utilization of the contract to confirm whether hardware and software purchases are consistent with intended scope of contract.

Any hardware and software ordered by and delivered to the state must be compatible with the environment for which it is ordered.

1.3 **IT Accessibility:** State agencies shall be responsible for accommodating the PC computing needs of their disabled employees. If the PC computing products needed to accommodate accessibility issues are available under the contract, the state agencies may, but are not required to, use the contract to accommodate such special needs.

1.4 **Website Access:** Information relating to the price and availability of the entire list of hardware and software products, as well as services, is available on WWT's web site at <http://www.wwt.com/missouri>. State agencies must establish an account to access WWT's website. The state's partner code (which is required during registration) is: **SOMST0303**.

1.5 **Eligible Users:** The contract is mandatory for all executive branch state agencies with the exception of the Missouri Lottery and state colleges and universities and with the exception of those items noted herein as non-mandatory for the state agencies. For these exempted agencies, as well as the legislative and judicial branches of state government, the contract is a non-mandatory contract. In addition, cooperative procurement entities are allowed to purchase from the contract.

1.6 **Single Point Of Contact:** WWT is the single point of contact for all products and services regardless of subcontract arrangements. This includes assuming responsibility and liabilities for all problems relating to any hardware, software, and value-added related services provided.

WWT has a Voice Response Unit (VRU) with a dedicated toll-free number (888) 234-8898 to serve as the single contact point for all microcomputer needs. For information regarding hardware and software pricing/quotes, state agencies should contact their respective inside sales representative (see below). For information regarding all other support services including order status, returns, computer repair, maintenance agreement pricing, etc., users should access the appropriate option on the VRU or email their inside sales representative.

Team Accessibility: The account management team will be accessible by both telephone and e-mail between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding state holidays.

MAIN NUMBERS

Toll Free Number	888-234-8898
Local Number	314-919-1400
SOM Fax Number	800-775-5475

STATE CONTRACT MANAGEMENT TEAM

Jim Mazzio - Regional Director/ Contract Manager	314-919-1480	jim.mazzio@wwt.com
Matt McAvin - Outside Sales Manager / Program Manager	314-919-1682	matt.mcavin@wwt.com
Carrie Catalano - Sales Operations Manager	314-919-1527	carrie.catalano@wwt.com

OUTSIDE SALES REPS

Molly Jones - Acct Manager - Jefferson City	573-636-3731	molly.jones@wwt.com
Kelly January - Acct Manager - St. Louis, MO	314-882-5612	kelly.january@wwt.com
Kim Belfield - Acct Manager - Kansas City, MO	(913) 669-5292	kim.belfield@wwt.com
Matt Orbals - Acct Manager - St. Louis, MO	314-919-1472	matt.orbals@wwt.com

INSIDE SALES REPS

Pam Schwieder - State Agencies	314-301-2629	pam.schwieder@wwt.com
Kelly Miller - State Agencies	314-919-1418	kelly.miller@wwt.com
Shelley Cook - State Agencies	314-919-1446	shelley.cook@wwt.com
Nichole St. Martin - State Agencies	314-569-7782	nichole.st.martin@wwt.com
Tony Campana - Local/Education - Cisco	314-569-7717	tony.campana@wwt.com
Doug Uthoff - City and County (St. Louis Only)	314-301-2683	doug.uthoff@wwt.com
Majesty Frost - City and County Agencies (except St. Louis)	314-569-7023	majesty.frost@wwt.com
Michelle Kissell - Education	314-919-1607	michelle.kissell@wwt.com
Danny Wynn - Local/EDU	314-301-2405	danny.wynn@wwt.com

BUYERS

Gabe Hertweck	314-301-2537	sombuyers@wwt.com
Molly Stratman	314-743-3416	sombuyers@wwt.com
Kim Degnan	314-301-2529	sombuyers@wwt.com

CUSTOMER SERVICE

Kyle Mayer	314-995-8932	somcustomerservice@wwt.com
Jamie Preis	314-919-1587	somcustomerservice@wwt.com
Jennifer Neske	314-919-1650	somcustomerservice@wwt.com

SERVICE CALLS

To report a service problem or request a service	888-234-8898 Option 3
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- 1.7 Subcontractors:** WWT is partnering with Ultreya Business Group to provide IT services including installation/set up, non-manufacturer provided warranty/service plans (maintenance), consulting services (see exclusions), integration services, and help desk/call center services. WWT is also partnering with Enpointe Technologies as their Large Account Reseller (LAR) for all Microsoft products. In addition, WWT will source all IBM hardware, software and related peripherals through Huber and Associates.
- 1.8 Employee Purchase Website:** WWT's website provides direct links to the employee purchase programs made available by the manufacturers to state employees.

2. PRICING INFORMATION:

- 2.1 Acquisition Options/Pricing:** WWT will apply 4% over WWT's documented acquisition cost for all hardware, software (excluding Microsoft software), and services and 2% over WWT's documented acquisition cost for Microsoft products for the total dollar amount purchased in a single order under the contract. WWT's documented acquisition cost shall be the actual price paid by WWT for the products and services sold and shall be determined at the time of shipment. WWT shall not invoice the state agency until WWT has documentation of their final documented acquisition cost from the supplier and until WWT ships the product(s). WWT shall invoice the state agency for all hardware and software provided under the contract based upon WWT's documented acquisition cost for that product multiplied by the applicable percentage over acquisition cost for the appropriate product category stated in the contract. Orders may include any hardware or software item, supplies, manufacturer-provided hardware and software warranty upgrades, extended warranties and service plans. Orders may vary between the manufacturer's product categories.

Pricing information can be found on WWT's on-line catalog or provided by WWT's account management team. This pricing may be valid at the time of viewing on-line or submitted in a price quotation; however, the invoiced price may differ since pricing may change daily due to technological changes in the market. Invoice pricing (ship date pricing) may be lower than that stated in the on-line catalog. There may be situations where the invoice price is higher than the order price. In these situations, the invoice amount shall be the price paid by the state agency. However, in the event of a price increase, WWT must require written approval from the state agency prior to processing the order.

Firm, fixed pricing for all other value-added services is as provided herein per each contract period.

- 2.2 Purchasing Cards (P-Cards):** In the event a state agency wishes to utilize a State of Missouri Purchasing Card (P-Card) to pay for purchases under the contract, WWT shall accept the P-Card for payment and will charge an additional fee of 2.5% over WWT's documented acquisition cost to accommodate the request. Fees associated with the use of P-Cards shall only apply to purchases utilizing P-Cards. The state agency shall inform WWT at the time that a price quotation is requested if they intend to utilize a P-Card for payment of the subsequent order. The state agency may request a price quotation that includes the use of a P-Card and a price quotation that does not include the use of a P-Card.
- 2.3 PC and Printer Bulk Buy Purchases Information:** The State of Missouri has established a bulk buy program with each of the manufacturers for the purchase of desktops, portable computers, and printers. Pricing for these items shall be re-established on a ninety (90) day basis with state agencies able to purchase the awarded products during each respective quarter. If the products available through the bulk buy do not meet a state agency's need, then the state agency must submit a variance request to Ron Thomas of ITSD at ron.thomas@oa.mo.gov. State agencies may visit the separate links for the bulk buy spreadsheets which include the current pricing and configurations. State agencies may also visit World Wide Technology's website to view the pricing for the awarded products.
- 2.4 Educational Discounts:** The State of Missouri has entered into a Microsoft Education Select Agreement to offer discounted pricing on some of Microsoft's educational products. The state agency must contact WWT for specific educational products and associated discounts.
- 2.5 Optional Value-Added Services Pricing:** WWT shall invoice the state agency for all optional value-added services provided under the contract in accordance with the pricing stated in the contract.

3. PRICE QUOTATION AND ORDER PROCESSING

- 3.1 Product/Pricing Assistance:** The account management team must be able to assist state agencies in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.

- a. State agencies may obtain product and pricing information by calling WWT’s toll-free number (888) 234-8898, or may consult WWT’s on-line catalog for a description of the products or services at www.wwt.com/missouri.
- b. WWT must send an electronic copy of all sales quotations not associated with the periodic consolidated program described herein and a total quotation price worth \$5,000 or more to an individual designated by the Chief Information Officer’s (CIO) office.
- c. Vendor-Neutral Advisor: The account management team must function as a vendor-neutral advisor to state agencies by providing information regarding all manufacturers’ products, when requested, thus allowing agencies to choose the most acceptable product or service for the related application.

3.2 Price Quotations: WWT must provide a price quotation for products and services available through the contract when requested by a state agency.

- a. WWT must provide the state agency with written acknowledgement of a request for a quote within four (4) business hours. WWT must provide the state agency with an electronic report regarding the status of any outstanding price quotation requests every eight (8) business hours.
- b. WWT commits to the following response times to provide a price quotation:

Quote Type	Description	Expected Response Time
Standard Quote Request	Request For Quote (RFQ) submitted by the state agency includes manufacturer’s part number and detailed product description	No more than 2 – 4 Business Hours
Non-Standard Quote Request	RFQ’s that require extensive research and or configuration and engineering assistance	No more than 8 – 24 Business Hours

- c. If prolonged research is required, WWT’s Inside Sales Support Representatives must proactively contact the customer via phone, email, or fax within four (4) business hours to give a status and an estimated time that the customer can expect a completed quote response. Should research require more than five (5) working (business) days, a waiver for the state agency to purchase the item(s) outside of the contract may be requested through WWT.
- d. The price quotation must include the following information:
 1. Price Quotation Number;
 2. Contract Number;
 3. Requested Product and/or Service Description;
 4. Product and/or Service Manufacturer/Provider Name;
 5. Product Number;
 6. Requested Quantity;
 7. Unit Price per Item;
 8. Extended Price per Item;
 9. Total Price of Quoted Items;
 10. Estimated Delivery Timeframe;
 11. State Agency’s Contact Information;
 12. Contractor’s Account Management Team Member’s Contact Information That Provided Price Quotation;
 13. Date Price Quotation Was Requested By State Agency; and
 14. Date Price Quotation Was Submitted To State Agency.
- e. The state agency may request the names, quoted prices, and estimated delivery dates for each of the sources that WWT received a quote on the state’s behalf.

3.3 Purchase Order Issuance: State agencies must issue a properly authorized purchase order or other form of authorization to initiate order processing. The hardcopy purchase order may be submitted via email, mail or fax. The information on the purchase order should include the following information:

- a. Contract number;
- b. Purchase order number;
- c. State agency contact and phone number;
- d. Vendor name and address;
- e. Vendor number;
- f. Contract line item number (see below);
- g. Quantity and unit price of each item ordered;
- h. Any pertinent information relating to the product(s) and/or services requested (including brand/model; options, and any required services);
- i. End user name and phone number (if other than state agency contact); and
- j. Customer number (see WWT's web site or call WWT, to obtain your state agency's customer number).

If any of the above information is omitted on a purchase order, delays in processing may occur. If ordering a computer system that is custom configured on WWT's website, the quote number that is provided by the manufacturer must be provided on the purchase order, and a printed copy of the quote must accompany the properly authorized purchase order or other form of authorization when emailed, mailed or faxed.

The following contract line items must be used when ordering products and services:

- 001 (C/S 20453) Hardware, Microcomputer
- 002 (C/S 20899) Software, Microcomputer
- 003 (C/S 92045) Software Maintenance/Support
- 004 (C/S 93299) Hardware Maintenance/Repair Services
- 005 (C/S 92031) Installation of Computers, Peripherals, and Related Equipment
- 006 (C/S 92047) Support Services, Computer
- 007 (C/S 61599) Supplies

WWT must provide email acknowledgement to the state agency within twenty-four (24) hours of the receipt of the state agency's order. The email alert contains a link back to WWT's online order tracking site.

3.4 Order Substitutions: WWT shall not substitute any item(s)/component(s) ordered by a state agency until WWT: 1) notifies the state agency in writing (e-mail is acceptable if the designated contact has an e-mail address), and 2) receives written approval from the state agency to proceed with the substitution.

3.5 Payment In Advance: The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) and manufacturers' hardware warranty upgrades only. All other payments, including payments for third-party provided hardware maintenance programs and time and materials maintenance shall be made in arrears.

3.6 Transfer of Ownership: WWT shall transfer ownership of all products and services purchased through the contract to the state agency.

4. DELIVERY AND PRODUCT RETURNS:

- 4.1 General Delivery Requirement:** WWT must deliver the item(s) ordered from the contract, FOB Destination, freight charges prepaid by WWT, to the state agency location specified on the purchase order issued by the state agency. WWT must facilitate delivery of the product to the state agency's location as specified on the order. All items must be delivered to the state agency's facility (i.e. loading dock, inside of the facility) pursuant to the state agency's request.
- 4.2 Normal and Expedited Shipping:** Normal and reasonable freight charges must be included in WWT's documented acquisition cost of all hardware or software purchased, unless the freight charges are a result of the state agency requesting expedited shipping (e.g. overnight, 2nd day service, etc.). Any such requests shall be in writing from the state agency.
- 4.3 Pallet Delivery:** WWT must provide for the removal of equipment from pallets and delivery of equipment within the state facility, upon request of the state agency. The State of Missouri may incur additional charges for the removal of equipment from pallets. Any such additional charges must be included in WWT's documented acquisition cost. The state agency shall advise WWT of pallet delivery requirements, upon placement of order(s).
- 4.4 Delivery Timeframes:** WWT must deliver all products within thirty (30) calendar days after WWT's receipt of a properly authorized purchase order or other form of authorization unless the timeframe specified on the website or as quoted to the state agency by the account management team at the time of order indicates otherwise.
- 4.5 Delay In Delivery Date:** WWT must notify the state agency of a later delivery date should the actual delivery date exceed that which was previously specified. The state agency must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.
- 4.6 Damaged Product:** WWT shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement. Any product(s) returned to WWT for replacement shall be delivered to WWT in accordance with the product return requirements.
- 4.7 Product Returns:** WWT must provide for product returns in accordance with the following requirements:
- a. **Return Notification:** Unless otherwise mutually agreed to in writing by WWT and the state agency, the return of products shall occur within thirty (30) calendar days of the state agency's initial receipt of the goods if it is unopened and the supplier/manufacturer agrees in accepting the returned item(s). Products may also be returned if the product is unopened or opened, but was ordered in error due to WWT misquoting a configuration. No product may be returned after thirty (30) calendar days without the manufacturer's or supplier's approval. All defective products must be handled through the product warranty plan. NOTE: IT IS DIFFICULT TO OBTAIN COOPERATION FROM MANUFACTURERS ON PRODUCT RETURNS IN EXCESS OF THIRTY (30) DAYS OF THE ORDER'S SHIP DATE. AS A RESULT, STATE AGENCIES ARE ASKED TO INSPECT ALL ORDERS IMMEDIATELY UPON DELIVERY.
 1. The state agency shall call the toll-free number (888) 234-8898 to obtain a return authorization (RA) in order to return any product(s). The invoice number/purchase order and serial number for the product(s) being returned must be provided to the Returns Center. Return shipping labels and a RA number must be mailed to the state agency within five (5) working days of the date the return request was submitted to ensure proper delivery and credit. The RA number must be included with the return for WWT to accept the product and issue the appropriate credit. After receipt of the label, the state agency will have fifteen (15) working days to place the label on the product and return it to WWT or applicable supplier. Upon receipt and processing, a credit will be issued to the state agency.

- b. **Return Packaging:** All products shall be returned to WWT in their original packaging.
- c. **Restocking Fees:** The state agency shall not be responsible for restocking fees or any other charges and/or fees resulting in the return of products purchased as a result of mis-designed systems or improperly ordered components, if WWT's account management team assumed the role of integrator or consultant for the products ordered. The state agency shall be responsible for reasonable applicable restocking fees in the return of products purchased and returned due to the state agency's ordering error.

5. HARDWARE:

5.1 Required Hardware: The following hardware is required to be provided by WWT under the contract and is also required to be purchased by state agencies through the contract. The categories of equipment are limited to the referenced manufacturers only. WWT must provide the entire enterprise (business class, network certified, etc.) line of desktop computers, portable computers (laptops, notebooks, netbooks, tablet PCs, and ruggedized computers), servers, and printers (including printer-based multifunctional equipment) from each of the manufacturers listed below. Intel and AMD processors are available through the contract. Manufacturers' products however, may be added and/or deleted from the list upon request of state agencies as approved by the Office of Administration's Information Technology Services Division. All additions and deletions shall be accomplished via a contract amendment. Requests to all manufacturers to the contract should be submitted to the Buyer of Record as shown on page 1 herein.

a. Desktop Computers:

- 1. Apple
- 2. Dell
- 3. Hewlett Packard
- 4. Lenovo

b. Portable Computers (Laptops, Notebooks, Netbooks, Table PCs, and Ruggedized Computers):

- 1. Apple
- 2. Dell
- 3. General Dynamic Intronix Corporation (ruggedized line only)
- 4. Hewlett Packard
- 5. Lenovo
- 6. Motion Computing (tablet PCs only)
- 7. Panasonic (ruggedized line only)

c. Servers:

- 1. Dell
- 2. Hewlett Packard
- 3. IBM

d. Printers (Including Printer-Based Multifunctional Equipment):

- 1. Canon
- 2. Dell
- 3. Epson
- 4. Hewlett Packard
- 5. IBM
- 6. Kyocera Mita
- 7. Lexmark
- 8. Sharp (Multifunctional devices only)
- 9. Xerox

Printer-based multifunctional equipment shall be defined as the following:

- Printer-based multifunction equipment shall include an inkjet or laser-printer print engine.
- Printer-based multifunctional equipment shall include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.
- Printer-based multifunctional equipment shall be self-maintainable with a minimal reliance on vendor maintenance (on-site warranty/extended warranty solutions shall continue to be required and available upon request of the state agency).
- Printer-based multifunctional equipment maintenance costs shall not be based on usage (click charges). State agencies will utilize warranty/extended warranty maintenance pricing or acquisition of self-maintenance kits.
- Copier-based or any other multi-function equipment not meeting all of the criteria above shall not be acquired through the contract.

NOTE: Consolidated state agencies must coordinate with Jill Drennen with OA/ITSD before purchasing any printing and/or scanning devices that will be connected to the state's network. Jill can be reached at (573) 751-5125 or jill.drennen@oa.mo.gov.

NOTE: All state agencies must coordinate with Rodney Vessell with State Printing before purchasing any color printers. Rodney can be reached at (573) 526-2165 or Rodney.vessell@oa.mo.gov.

5.2 Peripherals/Supplies: WWT must provide the required and optional PC-related peripherals and optional media/supplies specified below in addition to the microcomputer/personal computer components outlined herein. The peripherals offered by WWT through the contract may be available from various manufacturers, but must be confined to the parameters outlined below.

a. **Required Peripherals:** The following peripheral equipment shall be required to be purchased under the contract:

1. Magnetic Tape Backup
2. Memory Expansion
3. Modems
4. Monitors
5. Portable Computer Accessories (batteries, carrying cases, docks, port replicators, etc.)
6. PC Components (CPU upgrades, motherboards, graphic cards, sound cards, etc.)
7. Scanners
8. Server Components (racks, cabinets, etc.)

b. **Optional Peripherals:** The following is a list of peripheral equipment that state agencies may, but are not required to, purchase under the contract:

1. Storage Area Networks (SAN): WWT must provide the entire enterprise (business class, network certified, etc.) line of storage area network products from each of the manufacturers listed herein. The SANs provided under the contract are limited to the following manufacturers only, unless otherwise revised by the state:
 - a) Dell
 - b) EMC
 - c) Hewlett Packard
 - d) IBM
 - e) NetApp
 - f) Sun Storage
 - g) Xiotech Corporation

2. PC-Based Drives & Storage (CD drives, DVD drives, internal and external hard drives, floppy drive, etc.)
3. PC-Based Input Devices (mice, keyboards, etc.)
4. PC-Based NICs
5. Digital Cameras and Camcorders
6. PC-Based Solid State Storage
7. PC-Based Multimedia Equipment (projectors, whiteboards, etc.)
8. PC-Based Audio Components (speakers, microphones, headphones, etc.)
9. PC-Based Cables and Adaptors (Audio/Video cables, Bluetooth, peripheral cables, USB, etc.)
10. PC-Based Plotters
11. PC-Based Power Protection (surge protectors, uninterruptible power supplies, etc.)
12. PC-Based Security and Protection (privacy filter, anti-glare filter, portable computer security lock, etc.)
13. PC-Based Video Conferencing Equipment the following brands only:

- a) Tandberg,
- b) Polycom, and
- c) Bridget.

- c. **Optional Media/Supplies:** WWT must provide all media and supplies required for operation which include but are not limited to the items identified herein. State agencies may but are not required to purchase these supplies through the contract:

1. Recordable Optical Media
2. USB Flash Drive
3. Printer Supplies
4. Printer Maintenance Kits

- 5.3 Excluded Products:** The following items are **NOT** currently being considered for inclusion in the contract, therefore, WWT shall be precluded from selling these items under the contract, unless otherwise revised by the state via a contract amendment:

- a. Telecommunications Equipment
- b. Networking Products (other than those listed under Required Peripherals)
- c. Standalone Copy Machines
- d. Copier-Based Multi-Functional Printer/Copier/Scanner/Fax Machines
- e. Wireless Communication Services
- f. Standalone Facsimile Machines and Facsimile-Based Multi-Functional Equipment
- g. Microfiche/Microfilm Products
- h. Multiplexers
- i. Midrange Computer Products
- j. Mainframe Computer Products
- k. Kiosks

- 5.4 Documentation/Operating Manuals:** WWT must supply, at no additional cost to the state, at least one (1) copy of the standard manufacturer-distributed user documentation and/or operating manual for all hardware provided.

- 5.5 Certifications:** If requested by the State of Missouri, WWT must supply hardware certifications, including FCC Class B Certification, UL Listed, Novell Labs Tested and Approved, etc. These certifications are required only as applicable and available from the manufacturers.

- 5.6 Status of Equipment:** All equipment must be new and in current production. Used, reconditioned, remanufactured, or prototype equipment is not acceptable unless written authorization is provided by the state agency prior to shipment.

6. SOFTWARE AND SOFTWARE MAINTENANCE:

6.1 General Software Information: WWT must provide the entire PC software product lines from each of the required software manufacturers listed below. WWT must provide full support (e.g. technical support, etc.) for the identified software. Manufacturers' products however, may be added and/or deleted from the list upon request of state agencies as approved by the Office of Administration's Information Technology Services Division. All additions and deletions shall be accomplished via a contract amendment. Requests to all manufacturers to the contract should be submitted to the Buyer of Record.

Note: "PC software product lines," as defined for purposes of the contract, are all software, upgrades, maintenance, documentation, media, and templates which are widely available in the marketplace from a specific PC software manufacturer.

6.2 Required Software: The following is a list of software state agencies are required to purchase under the contract. WWT must provide all the software options provided by the manufacturer.

- a. Adobe
- b. Citrix Software
- c. ESRI
- d. IBM
- e. Macromedia
- f. McAfee
- g. Microsoft
- h. Novell
- i. SAP
- j. Symantec
- k. Tivoli
- l. Veeam
- m. VMWare
- n. LANdesk

6.3 Optional Software: For state agencies' convenience, PC software from manufacturers other than the software manufacturers listed herein can be made through the contract (if available from WWT). PC software purchases, especially those for which maintenance will be required in subsequent years, should be procured through competitive bid outside of the PC Prime Vendor contract unless extenuating circumstances are documented and approved by the Division of Purchasing and Materials Management. Also, state agencies shall not create future single feasible source requirements for maintenance/support as a result of acquisition of such software under the contract unless extenuating circumstances are documented and approved by the Division of Purchasing and Materials Management.

6.4 Volume License Agreements (VLAs): The following volume agreements established between the state and various manufacturers through WWT shall remain in place through the term of the contract.

Software Manufacturer	Agreement Name	Pricing Levels
Microsoft:	Select 6.1 Local & State Government	D
	Select 5.1 Academic	A
	Enterprise 6.1	D
Novell:	Master License Agreement	42% of list price
IBM/Lotus:	International Passport Advantage Agreement	GV

Note: Cooperative Procurement members utilizing this contract to establish their volume software agreements must forward all applications to WWT. WWT must then make all of the necessary arrangements with their Large Account Reseller, Enpointe, to process the agreements.

The State of Missouri reserves the right to establish new volume license agreements for software. WWT must assist in establishing the volume agreements between the state and the software manufacturer. The state reserves the right to bid out software products to establish volume license agreements through a separate procurement process if it is deemed to be in the best interest in the state.

- 6.5 Versions:** WWT must provide the most recent version of all software, unless specified otherwise by the state agency. The most recent version of software shall be considered the newest version announced by, and available from, the software manufacturer at the time of delivery.
- 6.6 Manufacturer-Authorized Software:** WWT must only provide software packages which are manufacturer-authorized and approved for distribution to the State of Missouri's using state agencies. The software packages must contain the manufacturer's user/installation documentation (except for "media only" software) and registration and licensing documents and must be sealed by the manufacturer.
- 6.7 Software Maintenance:** WWT must provide for the acquisition of maintenance for all software ordered through the contract. WWT must make upgrades/fixes/new releases etc. available to state agencies for all PC software, whenever available, from one of the required software manufacturers' PC software product lines for purchase or at no cost, whichever is appropriate per the software manufacturer's policy for each situation.
- 7. MANUFACTURER-PROVIDED VALUE-ADDED SERVICES:**
- 7.1 Required Value-Added Services:** WWT must provide for the acquisition of manufacturer-provided value-added services, either directly through the manufacturer or through manufacturer-designated entities to meet the varying needs of the state agencies. Services must include, but are not limited to, installation, warranty, warranty upgrades, service plans, critical systems hardware maintenance, and fixed asset tracking.
- 7.2 Installation/Install Assistance:** WWT must provide installation services for new systems upon request by the state agency. If the equipment is considered to be user-installable, WWT must provide installation assistance (e.g. telephone support), if requested, at no additional cost to the state.
- 7.3 System Installation/Setup Options:** WWT must provide for the acquisition of manufacturers' system installation/setup options to be used at the discretion of the state agency. The state agency shall specify on the purchase order which of the installation/setup options, if any, WWT is required to deliver with the specific hardware and/or software ordered.
- 7.4 Manufacturer Warranty:** WWT must provide the available warranties from the hardware and software manufacturers identified herein. Warranties shall commence upon delivery and acceptance at the state agency facility. WWT must provide the manufacturer's warranty and maintenance programs. State agencies may, but are not required to, purchase maintenance under the contract.
- 7.5 Manufacturer Warranty Upgrades:** WWT must provide for the acquisition of manufacturers' upgrades to the standard warranties for all desktops, portable computers, servers, and printers available.
- 7.6 Manufacturer Service Plans:** For equipment purchased under the contract and also for equipment less than five (5) years old owned by the state and purchased under prior contract(s) after expiration of applicable warranties, the contractor shall provide for the acquisition of manufacturer service plans for all desktops, portable computers, servers, and printers available.
- 7.7 Critical Systems Hardware Maintenance:** WWT shall provide for the acquisition of critical systems maintenance for desktops, portable computers, servers, and printers either from the manufacturer or a manufacturer-authorized third party maintenance provider. Critical systems hardware maintenance shall be

defined as mission-critical equipment out of warranty (i.e. servers which, if down, would negatively impact the daily operations of the state agency resulting in loss of productivity).

WWT must provide for critical maintenance support minimally in and surrounding the following Missouri cities: Jefferson City, Lee’s Summit, Macon, Popular Bluff, Rolla, Springfield, St. Joseph, St. Louis, and Willow Springs. These cities represent the locations of the individual Missouri Highway Patrol troop headquarters, although all state agencies in these locations shall have the ability to order critical system maintenance, if necessary. Critical systems maintenance shall include on-site, twenty-four (24)-hour per day, seven (7)-day per week basis (including all state holidays) with a critical fix time. Critical fix time shall be defined as equipment repair occurring within four (4) hours after notification of the problem.

7.8 Fixed Asset Tracking: WWT must provide for the acquisition of hardware/software asset tracking information. WWT must provide the ability to receive information from the manufacturer of those assets that the state determines must be tracked. The state will work with WWT to determine what information is available and how it could be imported into the state’s financial system – Statewide Advantage for Missouri II (SAM II).

7.9 Excluded Services: The following services are NOT currently available under the contract:

- a. Training
- b. Consulting Services including application development, network consulting, and programming

8. OPTIONAL VALUE-ADDED SERVICES:

8.1 Non-Manufacturer Monthly Warranty/Services Plans: WWT, through their subcontractor Ultreya Solutions Group, will provide non-manufacturer provided services plans. Ultreya’s warranty/service plans typically equal or exceed, in writing, those plans offered by manufacturers.

Class	Models	M-F 9 to 5 coverage with 16 hr response time	M-F 9 to 5 coverage with 8 hr response time	M-F 9 to 5 coverage with 4 hr response time	7 X 24 coverage 16 hr response time	7 X 24 coverage with 8 hr response time	7 X 24 coverage with 4 hr response time
Computers – Laptops	All Brands except Pan Ruggedized	\$17.93	\$21.89	\$30.69	\$44.83	\$54.73	\$76.73
Computers – CPU’s	Computers – CPU’s	\$9.24	\$11.88	\$17.60	\$23.10	\$29.70	\$44.00
Computers – Servers	Up to 2 CPUs (3 or more, call for prices)	\$43.01	\$50.05	\$66.99	\$107.53	\$125.13	\$167.48
Printer – Mono Lasers	Printer – Mono Lasers	\$9.90	\$12.87	\$19.03	\$24.75	\$32.18	\$47.58
Printers – Color Laser	Printers – Color Laser	\$17.49	\$22.11	\$32.23	\$43.73	\$55.28	\$80.58
Printers – Network Color Laser	Network Color Laser	\$19.80	\$26.40	\$40.48	\$49.50	\$66.00	\$101.20
Printers – Dot Matrix	Printer – Network Dot Matrix	\$9.46	\$11.77	\$16.83	\$23.65	\$29.43	\$42.08
Printers – Xerox	Xerox	\$19.80	\$26.40	\$40.48	\$49.50	\$66.00	\$101.20
Printers – Network Mono Laser	Network Mono Laser	\$14.96	\$20.57	\$32.45	\$37.40	\$51.43	\$81.13

Plotters – Design Jet	Plotters – Design Jet	\$84.26	\$108.79	\$140.80	\$210.65	n/a	n/a
Monitors	Monitors – 15-17' CRT &	\$4.07	\$6.45	\$8.83	\$10.18	\$16.12	\$22.08

- Pricing is on a per month basis.
- Additional types and model not listed may be added as approved by the Oversight Committee.
- 9x5 Response Times are based on business hours.
- 7x24 Response Times are based on elapsed time.
- Additional options on devices (I.E. Envelope Feeders, MFD Assemblies, Duplexers, Staplers, etc) will require an additional charge.

8.2 Time and Materials: The time and materials maintenance rate is \$125 per hour for any location in the State of Missouri. The hourly rate is for on-site labor/time only. Travel charges are not incurred for time and materials calls.

8.3 Mail-in/Carry-in Rates: The mail-in/carry-in rate is \$65.00 per hour for any items dropped off or mailed to the Ultreya Solutions Group location at 708 Missouri Blvd., Jefferson City, MO 65109. Shipping costs are the customer's responsibility.

Services offered	Cost	Unit
Service Repair Labor	\$65.00	Per Hour, One Hour Min. 15 min increments after 1st Hour
Expedite Fee	\$50.00	4 hour response time
Refused Estimate	\$25.00	
After Hours Service (After	\$90.00	Per Hour, One Hour Min. 15 min increments after 1st Hour
Desktop Upgrades	Cost	Unit
Hard Drive (No data transfer)	\$38.50	Each
Hard Drive Data Transfer	\$66.00	Per Hour
DVD/CD Rom Drive	\$27.50	Each
Memory	\$22.00	Each
Sound Card	\$22.00	Each
Nic	\$27.50	Each
O/S Upgrade	\$82.50	Each
O/S Reinstall	\$82.50	Each
Virus Scan / Update	\$44.00	Each
Virus Removal	\$66.00	Per Hour
Spam / Spyware Removal	\$66.00	Per Hour

8.4 Preventive Maintenance: Preventive maintenance is available on every repair which is performed, assuming the case is opened on the unit and if the unit is currently covered by a service contract. Preventive maintenance is defined as cleaning and inspecting for worn or broken parts. This basic service is included at no charge for all warranty and out-of-warranty equipment under a maintenance contract.

An optional preventive maintenance plan is also available which provides for PC or printer preventive maintenance to be purchased on a per unit basis as often as required by the customer. PC preventive maintenance does not include the execution of any software utilities. Preventive maintenance charges are for labor only; parts are not included. If repairs need to be performed, additional labor charges may apply based on time and materials pricing. A trip charge of \$75.00 will be applied if less than 20 units have preventive maintenance performed at any single site. Pricing for preventive maintenance is as follows:

- Printer Preventative Maintenance - Per Unit/Per Occurrence \$33.00
- PC Preventive Maintenance - Per Unit/Per Occurrence \$22.00

8.5 Alternative Service Plan: WWT, through its subcontractor, Ultreya Solutions Group, offers an “Alternative Service Plan” (ASP) for on-demand repair coverage for all equipment covered by Ultreya Solutions Group, Inc. The ASP fully covers the equipment for a period of one-year for any repair including all parts and labor, with the exception of any part used in manufacturer’s recommended preventative maintenance, which is performed at recommended intervals (usually page count on printers). Equipment covered by the ASP can be upgraded or downgraded at any time during the coverage period and the cost difference will be pro-rated for the remaining time of coverage. Additional equipment can be added or removed with the difference pro-rated for the remaining time of coverage.

Pricing for this program will be on a time and materials basis. Repairs will be billed, monthly, at the contract rate of \$125.00 per hour (on-site only), one (1) hour minimum, plus parts, and shall not exceed the contract’s pricing for monthly maintenance or the current value of the client’s current service contract with any vendor for a twelve (12) month period, whichever is lower. The cap is calculated and tracked based on the entire length and value of the agreement. Service calls performed beyond the stated cap will be at no charge to the customer for the remainder of the agreement. Services excluded in this program will still be provided at the stated rates, but will not be included in the cap calculation. Warranties on each piece of equipment will be verified, on a per call basis, and if the machine is covered under a manufacturer warranty there will be no charge for the covered portion of that service call and this covered period shall not be included in the cap calculation.

This program applies to PC computer and related equipment purchased and retained at originally installed locations. A minimum of fifty (50) units of any type of equipment will be required for initiation of an agreement. This requirement may be reached by consolidation, or partnership of departments. Multiple agreements by single department will not be accepted. Equipment must be identified by brand, model, serial number, and location, at the beginning of the agreement period to be included in the cap calculation. Equipment may be added and removed from the contracted list at anytime during the contract period. Modifications to the equipment list will cause adjustments in the contract cap.

Failures from non-conforming manufacturers’ site specifications, abuse, neglect, foreign objects or fluids found in equipment, unusual electrical conditions, natural disaster, fire or water damage, damage while in transportation, or Acts of God are excluded. Parts and labor for repairs under these conditions will be billed at the standard time and materials rate of \$125.00 per hour, but will not be included in the program cap calculation.

If a covered unit should fail at any time and is not excluded by the reasons outlined above by the ASP, an Ultreya technician shall arrive on site and repairs shall be completed within twenty-four (24) business hours. Delays for backordered parts, extreme weather, or delayed repairs at the customer’s request will not be calculated in the stated response/repair time.

8.6 Block Time Services: WWT, through Ultreya Solutions Group, offers Block Time Service, allowing discounted service rates. Block Time Services are an alternative to time and materials rates, and the hours purchased can be used at the customer’s convenience.

Block Time hours may be used for any service request including but not limited to PC, server, and printer for hardware repair, connectivity issues, installations, and system or equipment moves including voice and data cabling.

PC, printer, and server hardware repairs requiring a hardware service technician are billed per hour including PC operating system reload and printer configuration. Network infrastructure service/repairs, requiring a Certified Engineer, are billed at one and one half times one labor hour as stated below. Billing time begins once the technician has notified the customer of arrival on-site. Travel hours will not be billed. Block Time will be charged in fifteen (15) minute increments once the technician has notified the customer of their arrival on-site.

Normal response time is the next business day. Emergency four (4) hour service is available at a rate billed at two

(2) times the discounted pricing level purchased through this agreement.

Services provided will be performed during normal Ultreya Solutions Group hours of operation, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays. If an Ultreya Solutions Group technician is requested to remain on-site outside normal business hours, the customer will be billed at the rate of one and one half times the discounted pricing level purchased through the agreement. If Ultreya Solutions Group service is requested on weekends or holidays, the state agency will be billed at two (2) times the discounted pricing level purchased through this agreement. Signed authorization issued by the state agency is required for services provided outside normal Ultreya Solutions Group business working hours.

Block Time expiration: Blocks of time expire when the hours are depleted or one (1) year from the date of invoice, whichever comes first. Following expiration, service rates revert back to Ultreya Solutions Group standard rates of \$125.00 for hardware service. Additional blocks of time may be purchased at any time.

Parts/consumables/upgrades required during Block Time Service are billed at a discounted rate of 20%. Preventive maintenance is preformed at the customer's request and will be billed at the standard block rate.

Block Time Service Charges

Discount Pricing A	Discount Pricing B	Discount Pricing C	Discount Pricing D
25 hours @ \$72.50/hr	50 hrs @ \$66.00/hr	100 hrs @ \$60.50/hr	200 hours @ \$55.00/hr
Total Cost: \$1,812.50	Total Cost: \$3,300	Total Cost: \$6,050	Total Cost \$11,000

8.7 **Non-Manufacturer Installation Services:** WWT, through their subcontractor Ultreya Solutions Group, will provide system installation/setup options to be used at the discretion of the state agency.

OPTION	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	Remote Technical Support (e.g. telephone, website, email, etc.).	Each	\$300.00
2	On-site Installation/Setup Hardware and Software (Per PC) Ultreya will: <ul style="list-style-type: none"> • Unbox the unit • Setup on user's desk • Attach appropriate cables and power • Set appropriate OS network settings to allow unit to see existing LAN • Install and test 1 printer driver • Dispose of packaging 	Each (first PC on-site) Any additional PC installed On-site (per building)	\$104.00 \$60.00
3	1-Hour Personal Training Hardware and Software at installation (Per PC or File Server, Per Hour) <ul style="list-style-type: none"> • Training is available for hardware or OS only 	Hour	\$55.00
4	OS Software Installation on Hardware (Per PC, Per Software) <ul style="list-style-type: none"> • Ultreya's site only unless installation is done in conjunction with Option 2 above. 	Each	\$66.00
5	Application Software Installation on Hardware (Per PC, Per Software) <ul style="list-style-type: none"> • Ultreya's site only unless installation is done in conjunction with Option 2 above. 	Each	\$38.50

6	Customer-Supplied Software Installation (Per Software) <ul style="list-style-type: none"> • Ultreya's site only unless installation is done in conjunction with Option 2 above. 	Each	\$27.50
7	Additional System Board/Memory Installation (Per Accessory) <ul style="list-style-type: none"> • Ultreya's site only unless installation is done in conjunction with Option 2 above. 	Each	\$38.50
8	On-Site Installation/Setup of File Server Hardware with no OS Software Installed (Per File Server)	Each	\$165.00
9	OS Software Installation on File Server Hardware (Per Number of Users, Per Software) <ul style="list-style-type: none"> • Untreya's site only unless installation is done in conjunction with Option 2 above. • OS default settings will be used • Each user account to be added will cost \$10.00 per user in additional to the server setup cost of \$385.00 	User	\$385.00
10	Applications Software Installation on File Server Hardware (Per Incremental Quantity of Users Supported by the File Server, Per Software) <ul style="list-style-type: none"> • Ultreya's site only unless installation is done in conjunction with Option 2 above. • Software default settings will be used unless an installations script has been developed by customer • Each user account to be added will cost \$5.00 per user in addition to the server setup cost of \$220.00. • Does not include any necessary changes to be made at the workstations. 	Server	\$220.00
11	Operating System Installation <ul style="list-style-type: none"> • Ultreya's Site installation of one Operating System, up to two application software packages and up to two hardware items on a desktop 	Each	\$82.50
12	Operating System Installation <ul style="list-style-type: none"> • Ultreya's Site installation of one Operating System, up to four application software packages and up to four hardware items on a desktop 	Each	\$132.00

8.8 Technical Support: The WWT Team currently has a full service technical helpdesk for hardware and software support, at no cost to the state, for our clients throughout the U.S. The help desk provides the following toll free number, (888) 234-8898, 24x7 offering service to their customers. The WWT Team is an authorized reseller for most major equipment manufactures and provides procurement services as needed.

For clients using the WWT Team's helpdesk, all technical support issues are resolved either through the toll free number, (888) 234-8898, or by directly logging a web ticket. The online web system allows the clients to check the status of existing tickets, history of tickets, issues, etc. All WWT Team service technicians are at least A+ certified, and many have helpdesk experience. The WWT Team only uses technicians certified on the specific brand and model of equipment to be serviced.

8.9 Equipment Disposal: WWT provides the following options for disposal of non-functional computer equipment:

- a. **Manufacturer's Non-Functioning Equipment:** Disposal Manufacturer-provided asset recovery and disposal services for any state-owned non-functional equipment that is able to be acquired through the contract (e.g. PC servers, desktops, laptops, monitors, printers, etc.). Asset recovery and/or disposal services for equipment not able to be acquired through the contract shall not be included. The manufacturers' programs shall be priced at 4% over WWT's acquisition cost.
- b. **WWT's Non-Functioning Equipment Disposal:** WWT will provide equipment disposal services for non-functioning equipment, utilizing proper disposal methods, to include awareness of data security and environmental impact issues inherent in disposing of computer components.

WWT Cost	Product Type	Fee Type
\$12.00	External Drive (tape back-up device)	Per Unit
\$29.00	Power Unit (larger UPS)	Per Unit Plus Poundage over 100 lbs
\$41.00	Plotter	Per Unit Plus Poundage
\$30.00	Line Printer	Per Unit Plus Poundage
\$24.00	Terminal	Per Unit Plus Poundage
\$30.00	Scanner	Per Unit Plus Poundage
\$29.00	Desktop CPU	Per Unit
\$23.00	Laptop	Per Unit
\$33.00	Desktop Monitor	Per Unit
\$38.00	LCD Flat Screen Monitor	Per Unit
\$28.00	Desktop Printer	Per Unit
\$28.00	Server	Per Unit
\$28.00	Sun SAN Equipment	Per Unit
\$18.00	Docking Stations	Per Unit
\$12.00	Port Replicators	Per Unit

8.10 Additional Optional Value-Added Services: Huber & Associates offers professional value-added technical support services that include:

- a. Help Desk Support
- b. Managed Computer Services
- c. Server Infrastructure and Network Design
- d. Server and Network Performance Consulting
- e. IBM Intel Server Installation Services
- f. IBM Storage Installation Services
- g. Microsoft Server Migrations
- h. Microsoft Email (Exchange) Server Migrations
- i. Microsoft SQL Installation
- j. Microsoft IIS Installation
- k. Server Consolidation Studies
- l. Proof of Concept Services
- m. VMware Installation and Configuration
- n. VMware VDI Installation and Configuration
- o. Tivoli Storage Manager Installation Support
- p. IBM Software Implementation Services
- q. Image Services

These services may be purchased in the following convenient Support Package Options:

- Bronze Package (HAISERV1): \$500 (typically used for remote support via telephone, Internet, VPN, etc., utilizing first-level resources)
- Silver Package (HAISERV2): \$1000 (typically used for on-site services, lasting at least one day, utilizing mid-level resources)
- Gold Package (HAISERV3): \$3000 (typically used for projects lasting multiple days, utilizing mid-level to senior level resources, including Project Management)

NOTE: Packages may be combined and/or purchased in multiples.

8.11 Service Request Over the Internet: WWT, through their subcontractor Ultreya Solutions Group has a Web-Based Database <http://www.ultreya-solutions.com/> which allows clients to submit service order request, track the progress on-line and also view their open and closed service orders.

9 REPORTS:

9.1 Backorder Status Report: WWT must provide, upon written request from a state agency or the Division of Purchasing and Materials Management, weekly status reports to the state agency regarding backordered products and outstanding orders. The weekly status report must at least include the following information:

- a. State Agency Name
- b. Backordered Product Brand and Model
- c. Status of Backorder
- d. Date contractor followed up on backorder status with their source

9.2 Periodic Activity Reports: WWT must provide, upon written request from a state agency or the Division of Purchasing and Materials Management, periodic activity reports of a state agency's specific purchasing activity.

- a. The periodic activity reports must be available by state agency, product category (i.e. hardware, software, etc.), manufacturer, part number, purchase order number, date of purchase, number of units purchased, other available descriptors, etc.

9.3 Warranty Expiration Notifications: WWT must provide the state agency with written or electronic notification of hardware systems (i.e. desktops, portable computers, servers, etc.) and printers with manufacturers' warranties due to expire during the following quarter. This notification applies only to systems and printers sold to the State of Missouri by the contractor under the contract. The notification must include, at a minimum:

- a. Purchase order number from original equipment order
- b. Date of purchase order
- c. Name and address of state agency placing original equipment order
- d. Date of warranty expiration
- e. Equipment make, model, and serial number

9.4 Software License Tracking: WWT must provide, upon written request from a state agency or the Division of Purchasing and Materials Management, an electronic report of all software licenses that have been purchased from the contract for the time period requested by the state agency. The report must include, at a minimum:

- a. Purchase order number from original software order
- b. Date of purchase order
- c. Name and address of state agency placing original equipment order
- d. Software make, model, license number, and serial number
- e. Number of license(s) purchased

10. QUALITY IMPROVEMENT:

10.1 Customer Satisfaction: Customer feedback is a driving force of this contract. Any customer feedback which identifies areas for improvement in contract performance will be reviewed by the Division of Purchasing and Materials Management and Information Technology Services Division and addressed accordingly. State agencies not satisfied with the performance of the contractor regarding a specific order, maintenance repair, return authorization, the web site, order invoicing, product or pricing information response time, or any other issue, should follow the steps in the attached Customer Incident Reporting (Attachment B) to alert WWT and the Division of Purchasing and Materials Management of the situation.

ATTACHMENT A	
PC PRIME VENDOR SERVICES CONTRACT USAGE GUIDE	
Hardware	
If the hardware is provided in paragraph 5.1 (Required Hardware), then you must purchase under the contract.	
Peripherals	
If the peripheral is provided in paragraph 5.2.a (Required Peripherals), then you must purchase under the contract.	
If the peripheral is provided in paragraph 5.2.b (Optional Peripherals), then you may, but are not required to purchase under the contract.	
Media/Supplies	
If the media and supplies are provided in paragraph 5.2.c (Optional Media/Supplies), then you may, but are not required to purchase under the contract.	
Excluded Products	
If the products are indicated in paragraph 5.3 (Excluded Products), then you must not purchase under the contract.	
Software	
If the software is provided in paragraph 6.2 (Required Software), then you must purchase under the contract.	
If the software is not included in paragraph 6.2 and meets the parameters of paragraph 6.3 (Optional Software), then you may, but are not required to purchase under the contract.	
Value Added Services	
If the services are provided in paragraphs 7.2 (Installation/Install Assistance), 7.3 (System Installation/Setup Options), 7.7 (Critical Systems Hardware Maintenance), and 7.8 (Fixed Asset Tracking), then you must purchase under the contract.	
If the services are provided in paragraphs 7.4 (Manufacturer Warranty), 7.5 (Manufacturer Warranty Upgrades), and 7.6 (Manufacturer Service Plans), then you may, but are not required to purchase under the contract.	



CUSTOMER INCIDENT REPORTING

Step 1: Should an issue or concern arise, discuss your concerns as soon as possible with a member of the WWT Management Team and document your contact with them. In most cases, a satisfactory resolution should be achieved at this step. The members of the WWT Management Team responsible for the Missouri PC Prime Vendor Contract are:

Primary Contact: Carrie Catalano, Inside Sales Manager (314) 919-1527
Secondary Contact: Matt McAvin, Contract Manager (314) 919-1682

Step 2: In the event that you are not completely satisfied with the resolution or actions taken in Step 1, complete the customer incident report and email or fax it to the buyer of record as indicated on page 1 of this document.

Step 3: If the buyer cannot resolve the issue, the buyer will escalate the incident to the Missouri Prime Vendor Oversight Committee for final resolution.

Customer's Description of Issue:

Form with fields for Department/State Agency, Division/Unit, Contact Person, Contact E-mail, Contact Telephone, Street Address, City, State, Zip Code, and Order Number (if applicable).

Problem(s): (check all that apply)

- Excessive Delivery Time
Unresolved System/Component Failure
Unresolved Support Problem
Unresolved Pricing Issue
Lack of Notification of Discontinued Ordered Item/Delivery Timeframe Change
Slow Follow-up to Information/Service Request
Other

Incident Details:

Large empty rectangular box for incident details.

Resolution Requested:

Large empty rectangular box for resolution requested.

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : world wide technology
State : MISSOURI

As of 09-Aug-2011 10:05 AM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby award bid 35-04AUG11 -- Fairway Meadows Drainage Improvements to WEECO, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: September 12, 2011
RE: 35-04AUG11 – Fairway Meadows Drainage Improvements

The Bid for Fairway Meadows Drainage Improvements closed on August 04, 2011. Six bid was received. Purchasing and the Resource Management department recommend award to WEECO, Inc. for offering the lowest and best bid for Boone County.

The project cost will be the original bid amount of \$ 75,005.60 plus the 10% contingency amount of \$7,500.56 for a grand total of \$82,506.18. Invoices from this contract will be paid from department 2045 – Public Works Design and Construction, account 71100 – Outside Services. The engineer's estimated amount was \$90,465.00.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Dan Haid
Bid File

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Dan Haid

FROM: Tyson Boldan
Buyer

DATE: August 5, 2011

RE: **Bid Award Recommendation – # 35-04AUG11 – Fairway Meadows
Drainage Improvements**

Attached is the bid tabulation for the six responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2045

Account Number: 71100

Budgeted: \$120,000

Bid Amount: \$75,005.60

Award Amount: SAME

Contingency Amount: \$7,500 (10%)

Total (contract award + contingency): \$82,505.60

Award Bid by low bid to WEECO, Inc.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: _____

Stan Shawver

Date: 8/15/11

* Bid form was not signed by bidder, but was OK'ed by Purchasing *

Fairway Meadows Subdivision Drainage Improvements

BID TABULATION

Description	Unit	Qty.	ENGINEER'S ESTIMATE		Weeco, Inc.		Plan B Development LLC		Capital Railroad Contracting, Inc.		KeyStone Excavating		Emery Sapp & Sons, Inc.		Stockman Construction Corp.		AVERAGE BID			
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization and Demob	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 6,680.00	\$ 6,680.00	\$ 6,000.00	\$ 6,000.00	\$ 4,647.00	\$ 4,647.00	\$ 4,950.00	\$ 4,950.00	\$ 5,850.00	\$ 5,850.00	\$ 5,000.00	\$ 5,000.00	\$ 5,337.83	\$ 5,337.83		
Removal/Site Clearing	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,915.00	\$ 2,915.00	\$ 4,350.00	\$ 4,350.00	\$ 10,000.00	\$ 10,000.00	\$ 4,210.83	\$ 4,210.83		
Excavation and Embankment	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 9,000.00	\$ 9,000.00	\$ 6,275.00	\$ 6,275.00	\$ 6,000.00	\$ 6,000.00	\$ 5,367.50	\$ 5,367.50		
7" PC/P Concrete Driveway Pavement with 4" Type I Aggregate Base	SY	18	\$ 80.00	\$ 1,440.00	\$ 982.00	\$ 17,676.00	\$ 75.00	\$ 1,350.00	\$ 1,100.00	\$ 19,800.00	\$ 1,035.00	\$ 18,630.00	\$ 1,860.00	\$ 33,720.00	\$ 78.00	\$ 1,422.00	\$ 81.25	\$ 1,462.50		
Pushing and Backfilling Paved Streets (Asphalt) per detail	SY	37	\$ 125.00	\$ 4,625.00	\$ 490.00	\$ 4,625.00	\$ 350.00	\$ 13,050.00	\$ 1,170.00	\$ 43,260.00	\$ 1,130.00	\$ 41,350.00	\$ 680.00	\$ 25,260.00	\$ 1,050.00	\$ 38,850.00	\$ 77.83	\$ 2,891.83		
24" HDPE	LF	50	\$ 30.00	\$ 1,500.00	\$ 39.85	\$ 1,992.50	\$ 40.00	\$ 2,000.00	\$ 64.00	\$ 3,200.00	\$ 51.75	\$ 2,587.50	\$ 68.00	\$ 3,400.00	\$ 68.00	\$ 3,400.00	\$ 53.26	\$ 2,662.50		
30" HDPE	LF	32	\$ 50.00	\$ 1,600.00	\$ 44.85	\$ 1,435.20	\$ 40.00	\$ 1,280.00	\$ 78.00	\$ 2,496.00	\$ 70.10	\$ 2,243.20	\$ 90.00	\$ 2,880.00	\$ 85.00	\$ 2,720.00	\$ 65.85	\$ 2,108.13		
42" x 29" Aerial CMP (14 Chgs)	LF	295	\$ 60.00	\$ 17,700.00	\$ 83.00	\$ 24,495.00	\$ 81.50	\$ 23,842.50	\$ 96.75	\$ 28,440.75	\$ 96.75	\$ 28,440.75	\$ 99.00	\$ 29,325.00	\$ 92.00	\$ 27,180.00	\$ 77.16	\$ 22,791.63		
Junction Box #2 (3' x 6' x 3.5')	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00	\$ 2,800.00	\$ 2,800.00	\$ 2,400.00	\$ 2,400.00	\$ 2,940.00	\$ 2,940.00	\$ 2,750.00	\$ 2,750.00	\$ 3,100.00	\$ 3,100.00	\$ 2,715.00	\$ 2,715.00		
Junction Box #1 (2' x 4' x 4.7')	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,800.00	\$ 4,800.00	\$ 3,750.00	\$ 3,750.00	\$ 3,800.00	\$ 3,800.00	\$ 5,095.00	\$ 5,095.00	\$ 5,350.00	\$ 5,350.00	\$ 4,900.00	\$ 4,900.00	\$ 4,615.83	\$ 4,615.83		
Type M Curb Inlet #3 (8' x 3' x 4.7')	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,850.00	\$ 4,850.00	\$ 7,000.00	\$ 7,000.00	\$ 3,900.00	\$ 3,900.00	\$ 5,440.00	\$ 5,440.00	\$ 5,990.00	\$ 5,990.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.33	\$ 5,000.33		
Type M Curb Inlet #4 (10' x 3' x 4.8')	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,200.00	\$ 4,200.00	\$ 5,025.00	\$ 5,025.00	\$ 5,700.00	\$ 5,700.00	\$ 6,300.00	\$ 6,300.00	\$ 5,325.83	\$ 5,325.83		
Type M Curb Inlet #5 (10' x 3' x 4.8')	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,600.00	\$ 4,600.00	\$ 4,300.00	\$ 4,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,700.00	\$ 5,700.00	\$ 6,100.00	\$ 6,100.00	\$ 5,255.00	\$ 5,255.00		
Risk Blanket Type 2 (Rip Rap)	CY	97	\$ 50.00	\$ 4,850.00	\$ 18.00	\$ 1,746.00	\$ 77.00	\$ 7,481.00	\$ 45.00	\$ 4,365.00	\$ 58.75	\$ 5,698.75	\$ 67.00	\$ 6,499.00	\$ 65.00	\$ 6,315.00	\$ 48.15	\$ 4,666.13		
16" Split Steel Casing (A36 Steel, 0.188 inch Min. Thickness)	LF	20	\$ 80.00	\$ 1,600.00	\$ 60.00	\$ 1,200.00	\$ 110.00	\$ 2,200.00	\$ 95.00	\$ 1,900.00	\$ 127.50	\$ 2,550.00	\$ 157.00	\$ 3,140.00	\$ 281.00	\$ 5,620.00	\$ 136.75	\$ 2,735.00		
12" Split Steel Casing (A36 Steel, 0.188 inch Min. Thickness)	LF	25	\$ 70.00	\$ 1,750.00	\$ 58.00	\$ 1,450.00	\$ 100.00	\$ 2,500.00	\$ 95.00	\$ 2,375.00	\$ 98.00	\$ 2,450.00	\$ 130.00	\$ 3,250.00	\$ 225.00	\$ 5,625.00	\$ 118.17	\$ 2,904.17		
Concrete In-situ Split Steel Casing	LF	6	\$ 150.00	\$ 900.00	\$ 290.00	\$ 1,740.00	\$ 100.00	\$ 600.00	\$ 50.00	\$ 300.00	\$ 48.00	\$ 288.00	\$ 120.00	\$ 720.00	\$ 200.00	\$ 1,200.00	\$ 136.00	\$ 816.00		
Temporary Silt Fence	LF	100	\$ 1.80	\$ 180.00	\$ 4.88	\$ 488.00	\$ 4.50	\$ 450.00	\$ 4.00	\$ 400.00	\$ 4.00	\$ 400.00	\$ 4.00	\$ 400.00	\$ 4.00	\$ 400.00	\$ 4.00	\$ 400.00		
Erosion Control Blanket	SY	80	\$ 4.00	\$ 320.00	\$ 5.00	\$ 400.00	\$ 5.00	\$ 400.00	\$ 5.00	\$ 400.00	\$ 5.00	\$ 400.00	\$ 5.00	\$ 400.00	\$ 5.00	\$ 400.00	\$ 5.00	\$ 400.00		
Erosion and Sediment Control (Fertilizer/Vand Mix Seeding/Mulching)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,170.00	\$ 3,170.00	\$ 4,400.00	\$ 4,400.00	\$ 1,000.00	\$ 1,000.00	\$ 4,261.67	\$ 4,261.67		
Temporary Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,090.00	\$ 1,090.00	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00	\$ 1,448.33	\$ 1,448.33		
Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,745.00	\$ 1,745.00	\$ 2,300.00	\$ 2,300.00	\$ 2,000.00	\$ 2,000.00	\$ 1,724.17	\$ 1,724.17		
Construction Staking (See Special Conditions)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,230.00	\$ 3,230.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,871.67	\$ 2,871.67		
Bid Total				\$90,465.00		\$75,005.60		\$78,626.50		\$83,333.00		\$89,962.70		\$103,354.00		\$122,251.00		\$49,764.43		\$92,088.80

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Weeco, Inc.**, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 35-04AUG11 – Fairway Meadows Drainage Improvements
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is the **Bid Total in the amount of \$75,005.60.**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond
- *Sample Labor & Material Payment Bond, which shall be completed and returned to the County within 15 days of the date of this Contract
- Affidavit—OSHA Requirements
- Affidavit---Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions
- State Wage Rates-
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: **\$75,005.60**

Seventy Five Thousand Five Dollars and Sixty Cents \$75,005.60

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on

9/15/11 at Columbia, Missouri.
(Date)

CONTRACTOR:

WEECO, INC.

By: Gary Widel
Authorized Representative Signature

By: Randy Widel
Authorized Representative Printed Name
Title: Vice President

OWNER, BOONE COUNTY, MISSOURI

By: Edward H. Robb
Edward H. Robb, Presiding Commissioner

Approved as to Legal Form:

CJ Dykhouse
CJ Dykhouse
Boone County Counselor

ATTEST:

Wendy S. Noren cc
Wendy 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 a measurable county obligation at this time.)

James E. Fitzhugh
Signature by agl

9/13/11
Date

2045/71100 - **\$75,005.60**

Appropriation Account

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

COMPANY NAME: Weeco, Inc

ADDRESS: 17355 Hwy 41

CITY, STATE, ZIP Boonville, MO 65233

PHONE NUMBER: 660-882-6211

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

List all Sub-Contractors planned to be utilized on this project.

Fairway Meadows Subdivision - Drainage Improvements

BID FORM

Project No. 08-560

June 10, 2011

Item	Description	Quantity	Unit	Unit Price	Extended Total
1	Mobilization and Bonds	1	LS	6,680 ⁰⁰	6,680 ⁰⁰
2	Removals/Site Clearing	1	LS	3,000 ⁰⁰	3,000 ⁰⁰
3	Excavation and Embankment	1	LS	3,000 ⁰⁰	3,000 ⁰⁰
4	7" PCCP Concrete Driveway Pavement with 4" Type I Aggregate Base	18	SY	49 ⁰⁰	882 ⁰⁰
5	Patching and Backfilling Paved Streets (Asphalt) per detail	37	SY	49 ⁰⁰	1,813 ⁰⁰
6	24" HDPE	50	LF	39 ⁸⁰	1,990 ⁰⁰
7	30" HDPE	32	LF	44 ⁸⁰	1,433 ⁶⁰
8	42" x 29" Arched CMP (14 Gauge, Aluminized)	295	LF	63 ⁸⁰	18,821 ⁰⁰
9	Junction Box #2 (3' x 6' x 3.5')	1	EA	3,200 ⁰⁰	3,200 ⁰⁰
10	Type M Curb Inlet #3 (8' x 3' x 4.7')	1	EA	4,800 ⁰⁰	4,800 ⁰⁰
11	Side Open Inlet #4 (5' x 4' x 4.7') and Concrete Flume Modifications	1	LS	4,650 ⁰⁰	4,650 ⁰⁰
12	Type M Curb Inlet #6 (10' x 3' x 4.8')	1	EA	5,600 ⁰⁰	5,600 ⁰⁰
13	Type M Curb Inlet #7 (10' x 3' x 4.0')	1	EA	5,600 ⁰⁰	5,600 ⁰⁰
14	Rock Blanket Type 2 (Rip Rap)	97	CY	18 ⁰⁰	1,746 ⁶⁰
15	16" Split Steel Casing (A36 Steel, 0.188 Inch Min. Thickness)	20	LF	80 ⁰⁰	1,600 ⁰⁰
16	12" Split Steel Casing (A36 Steel, 0.188 Inch Min. Thickness)	25	LF	58 ⁰⁰	1,450 ⁰⁰
17	Concrete Encase Split Steel Casing	6	LF	260 ⁰⁰	1,560 ⁰⁰
18	Temporary Silt Fence	100	LF	48 ⁰⁰	480 ⁰⁰
19	Erosion Control Blanket	80	SY	5 ⁰⁰	400 ⁰⁰
20	Erosion and Sediment Control (Fertilize/Yard Mix Seeding/Mulching)	1	LS	1,500 ⁰⁰	1,500 ⁰⁰
21	Temporary Traffic Control	1	LS	1,800 ⁰⁰	1,800 ⁰⁰
22	Compaction Testing	1	LS	1,000 ⁰⁰	1,000 ⁰⁰
23	Construction Staking (See Special Provisions)	1	LS	2,000 ⁰⁰	2,000 ⁰⁰

TOTAL \$ 75,005⁰⁰

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Fairway Meadows Drainage Improvements

Project No.: 08-6010

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Weeco, Inc
By: Randy Widel
(Signature)
Randy Widel
(Print or Type Name)
Title: Vice President
Address: 17355 Hwy 41
City, State, Zip: Boonville, MO 65233
Phone: 660-882-6211
Fax: 660-882-8166
Date: August 4, 2011

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: Weeco, Inc
2. Business Address: 17355 Hwy 41
Boonville, MO 65233
3. When Organized: 2005
4. When Incorporated: 2005
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:
Six years
7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: no
10. Have you ever defaulted on a contract? no
11. List of contracts completed within the last four years, including value of each: _____
(see enclosure)
12. List of projects currently in progress: MO-DOT Rest Stop Sewer Extension-
Boonville; Cooper County Bridge Rehabilitation, Culvert+replacemer
and crossing replacement

* Attach additional sheets as necessary *

	Completed Contracts	
Southfork Sewer (Warrensburg)	\$250,000.00	
Public Water #1 (Wooldridge)	\$150,000.00	
City of Sedalia Sewer	\$200,000.00	
City of Fayette Water District	\$376,000.00	
Clinton Water Supply	\$140,000.00	
PWSD #2 Cooper County	\$100,000.00	\$468,000.00
Lowery City Water Supply	\$70,000.00	
Sewer District 162 (Columbia)	\$500,000.00	

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Randy Widel, being first duly sworn, deposes and

says that he is Vice President
(Title of Person Signing)

of Weeco, Inc
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By Randy Widel

By Randy C. Widel

By _____

Sworn to before me this 4 day of August, 20 11

MEAGAN BULEN
Notary Public - Notary Seal
State of Missouri
Commissioned for Cooper County
My Commission Expires: May 31, 2015
Commission Number: 11194624

Meagan Bulen
Notary Public

My Commission Expires May 31, 2015

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual partnership joint venture
 corporation, incorporated under laws of the state of Missouri

Dated August 4, 20 11

Name of individual, all partners, or joint venturers:

Randy Widel
Nancy C. Widel

Address of each:

17355 Hwy 41 Boonville, MO
17355 Hwy 41 Boonville, MO

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

Weeco, Inc
(If a corporation - show its name above)

17355 Hwy 41 Boonville, MO 65233

ATTEST:

Megan Baker
(Secretary)

office manager
(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Boonville

On this 4 day of August, 20 11

before me appeared Randy Widel to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

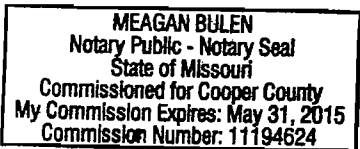
(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the Vice President
President or other agent

of Weeco, Inc; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Boonville, MO the day and year first above written.



(SEAL) Meagan Bulen Notary Public

My Commission expires May 31, 20 11.



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Weeco, Inc.
17355 Highway 41
Boonville, MO 65233

SURETY:

(Name, legal status and principal place of business)

Evergreen National Indemnity company
6140 Parkland Blvd., Suite 300
Mayfield Heights, OH 44124

This document has important legal consequences. Consultation with and attorney is encouraged with respect to its completion or modification.

Any Singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Boone County, Missouri
801 East Walnut
Columbia, MO 65201

BOND AMOUNT: \$5,000

PROJECT: Fairway Meadows Drainage Improvements #08-6010

(Name, location or address, and Project number, if any) Columbia, MO

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effects. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond Shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of August 2011

(Witness)

(Witness) Karen Genoff

Weeco, Inc.

(Principal)

(Title)

Evergreen National Indemnity Company

(Surety)

(Title) Craig Sherman/Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 862406

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

** Craig Sherman, Ted Sherman **

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizance's and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr, President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Mayfield Hts., Ohio, the day and year above written.



PENNY M. BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2012

Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2012

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 4th day of August 2011



Wan C. Collier
Wan C. Collier, Secretary



Phone: (773) 736-2320 Fax: (773) 736-0835
Bond Brokers, Inc. • 6160 N. Cicero Avenue • Chicago, Illinois 60646 •

BID REPORTING FORM

Bond No. 862406

PLEASE COMPLETE THIS FORM AND RETURN AS SOON AS POSSIBLE AFTER BID OPENING

CONTRACTOR: Weeco, Inc.

BID DATE: August 4, 2011

AMOUNT \$: 100,000.00 Est. Bid

OBLIGEE: Boone County, MO

OTHER BIDDERS

LOWEST BID: NAME: _____ AMOUNT \$ _____

SECOND BID: NAME: _____ AMOUNT \$ _____

THIRD BID: NAME: _____ AMOUNT \$ _____

COMMENTS _____

BY: _____ TITLE: _____

DATE: _____

Bond No. 862438

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Weeco, Inc. 17355 Highway 41, Boonville, MO 65233

As Principal, hereinafter called Contractor, and
Evergreen National Indemnity Company

6140 Parkland Blvd. Suite 300 Mayfield Heights, OH 44124

a Corporation, organized under the laws of the State of
Ohio

and authorized to transact business in the State of Missouri, as Surety, hereinafter called
Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee,
hereinafter called Owner, in the amount of
Seventy Five Thousand Five Dollars & 60/100 Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated Aug 31, 2011 entered
into a Contract with Owner for:

**BID NUMBER 35-04AUG11 – Fairway Meadows Drainage Improvements
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which
contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform
the prevailing hourly wages and comply with all prevailing wage requirements as provided
by such Contract and applicable prevailing wage laws, rules, and rates specified by
regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in
full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract,
the Owner having performed Owner's obligations thereunder, the Surety may promptly
remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Boonville, MO, on this 31 day of August, 2011.

Weeco, Inc.

(Contractor)

BY: Randy Widel

Evergreen National Indemnity Company

(Surety Company)

(SEAL)

BY: Craig Sherman

(Attorney-In-Fact)

BY: N/A

(Missouri Representative)



(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Craig Sherman/Bond Brokers, Inc.
Phone Number: 773-736-2320
Address: 6160 North Cicero Ave. Suite 610
Chicago, IL 60646

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Weeco, Inc., 17355 Highway 41, Boonville, MO 65233

as Principal, hereinafter called Contractor, and
Evergreen National Indemnity Company, 6140 Parkland Blvd. Suite 300
Mayfield Heights, OH 44124

a corporation organized under the laws of the State of
Ohio, and authorized to transact business in the State of
Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of
Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants
as herein below defined, in the amount of

Seventy Five Thousand Five Dollars & 60/100

DOLLARS

(\$ \$75,005.60), for the payment whereof Contractor and Surety bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated August 31, 2011
entered into a contract with Owner for

**BID NUMBER 35-04AUG11 – Fairway Meadows Drainage Improvements
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which
contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the
Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor
and material used or reasonably required for use in the performance of the Contract, then this
obligation shall be void; otherwise, it shall remain in full force and effect, subject, however,
to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a
subcontractor of the Contractor for labor, material, or both, used or reasonably required
for use in the performance of the Contract; labor and material being construed to include
the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or
equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the
Owner that every claimant as herein defined, who has not been paid in full before the
expiration of a period of ninety (90) days after the date on which the last of such
claimant's work or labor was done or performed, or materials were furnished by such
claimant, may sue on this bond for the use of such claimant, prosecute the suit to final

judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at boonville, MO on this 31 day of August 20 11.

CONTRACTOR Weeco, Inc. (SEAL)

BY: Gandy Widel

SURETY COMPANY Evergreen National Indemnity Company

BY: (Attorney-In-Fact) Craig Sherman

BY: N/A
(Missouri Representative)



(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

STATE OF ILLINOIS ((SS
COUNTY OF COOK ((

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Evergreen National Indemnity Company Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Evergreen National Indemnity Company of Mayfield Heights, Ohio for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

31 Day of August, 2011.

My Commission Expires



NOTARY Karen N. Genoff



EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. **862438**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

** Craig Sherman, Ted Sherman **

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizance's and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr, President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Mayfield Hts., Ohio, the day and year above written.



PENNY M. BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2012

Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2012

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 31 day of August, 2011.



Wan C. Collier
Wan C. Collier, Secretary

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby accept the FY 11 Emergency Management Performance Grant from the Missouri State Emergency Management Agency in the amount of \$91,137.00. It is further ordered the Presiding Commissioner is hereby authorized to sign said grant award.

Done this 15th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Diane Buchmann - Fwd: EMPG 2011 Awards Summary

From: "John Blattel"
To:
Date: 9/13/2011 1:39 PM
Subject: Fwd: EMPG 2011 Awards Summary

June,

I just received the instruction regarding the new requirement that **your Authorized Official (usually the Chief Elected Official) must sign the Award Document and initial each page of the Special Conditions.** Please make sure the special conditions pages are initial also. I will have Mike initial these pages once the grant acceptance package is returned to me. This is really ridiculous.

Thanks,
John

>>> Mary Murphy 9/13/2011 1:25 PM >>>
fyi....
I forgot to mention the initials on each page....
sigh It's always sumthin'.
mp

Mary Pat Murphy, Admin. Assistant
Joint Communications/Emergency Mgt.
17 North 7th Street, Suite A
Columbia MO 65201
(573) 874-7400, fax 875-1072 >>> On 9/13/2011 at 12:55 PM, "Knipp, Christy"
<Christy.Knipp@sema.dps.mo.gov> wrote:

EMPG Applicants:

The FY2011 EMPG awards were mailed last week. Whew! We're all glad those notifications are out. I thought I'd share some information and answer some of the common questions I'm receiving now. This may be the first of many emails.

SIGNATURE & INITIALS: You will notice that the award documents look much different this year. The award documents were changed at FEMA's recommendation to include Terms & Conditions plus a form with a signature line. The Terms & Conditions should look more 'consistent' with those issued by MO Office of Homeland Security grants. Some of the Special Conditions contain standard grant verbiage and other conditions are specific to EMPG. If you choose to accept the grant, your Authorized Official (usually the Chief Elected Official) must sign the Award Document and initial each page of the Special Conditions. Make a copy for yourself then mail back only the signed Grant Award and Special Conditions to SEMA no later than Oct 7. (You do **not** need to send the Annual Certification or original application back to SEMA). Reimbursements will begin after the signed documents are received at SEMA. If you cannot accept the grant or can accept only a smaller portion (because of local budget reductions), please contact me to discuss.

The original grant award and Special Conditions was sent to each EMD. Only a 'copy' of the award letter (watermarked "COPY") was sent to the chief elected officials as a courtesy because many of you aren't in the office on a daily basis to receive mail. When getting signatures, please use the original that was sent

to the EMD—it will have SPECIAL CONDITIONS attached and will not have the word “COPY” written across the front of it.

DUNS Number: SEMA is now required to keep a record of your jurisdiction’s DUNS number (which is a unique number used by the federal government to identify grant recipients). To make it easier for all of us, we’re attempting to find your DUNS numbers online. We’ll contact you if we cannot locate your jurisdiction’s DUNS number.

EHP: Some of you may have projects that require Environmental Planning and Historic Preservation (EHP) review/approval. The Authorized Equipment List (AEL) indicates which equipment requires an EHP review. A link to the AEL can be found on the SEMA / EMPG webpage. Generally, if you want to Drill or Dig (drill into a building or dig into the ground) using federal funds, you must first receive EHP approval before the work begins. That EHP process starts by your completing the EHP Screening Memo.

Electronic Grants Management System: Next year’s FY2012 EMPG budgets and awards will be tracked through the Electronic Grants Management System (EGMS) which is a web-based software managed by the MO Office of Homeland Security (OHS). You will receive official notification at a later date when training is available for new users and to obtain user access for next year’s FY2012 EMPG. You will NOT need access to EGMS to receive this year’s FY2011 EMPG.

I hope that helps a little.

*Christy Knipp
State Emergency Management Agency
PO Box 116
2302 Militia Drive
Jefferson City, MO 65102
Phone: 573-526-9117
Fax: 573-526-9194
Christy.Knipp@sema.dps.mo.gov*

Jeremiah W. (Jay) Nixon
Governor

STATE OF MISSOURI

Paul D. Parmenter
Director

John M. Britt
Director of Public Safety

EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY

PO Box 116, Jefferson City, Missouri 65102
Phone: 573/526-9100 Fax: 573/634-7966
E-mail: mosema@sema.dps.mo.gov

September 7, 2011



Zim Schwartze, Director
Columbia / Boone Co Emergency Mgmt
17 N. 7th Street, Suite A,
Columbia, MO 65201

Dear Schwartze:

Enclosed is the approval for the FY 2011 (January 1, 2011 through December 31, 2011) Emergency Management Performance Grant (EMPG) award in the amount of \$91,137.00 (federal share). The authorized signature on Page 1 and initials on the lower right hand corner of each page certifies acceptance of this award. You are required to return the original forms back to the Missouri State Emergency Management Agency by Friday, October 7, 2011 prior to reimbursements being made to your jurisdiction.

The CFDA number for the Emergency Management Performance Grant is CFDA 97.042. Missouri's Award Number is EMW-2011-EP-00004-S01.

This award is subject to all administrative and financial requirements as outlined in the FY 2011 EMPG Guidance and Application Kit, Grant Award Special Conditions (see attached), and the DHS FEMA approved application submitted on behalf of SEMA. This includes the timely submission of all financial and programmatic reports.

Thank you for your support and cooperation with this effort. You may email Christy Knipp at Christy.Knipp@sema.dps.mo.gov with questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul D. Parmenter".

Paul D. Parmenter
Director

Bob McDavidMayor



A Nationally
Accredited
Agency



State Emergency Management Agency
2302 Militia Drive
Jefferson City, MO 65101

Telephone: 573-526-9100

GRANT AWARD

DATE
September 7, 2011

Award Number EMW-2011-EP-00004-S01	Amendment No. 0
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GRANTEE NAME
Columbia / Boone Co

ISSUING OFFICE
MO State Emergency Management Agency

ADDRESS
17 N. 7th Street, Suite A
Columbia, MO 65201

MAILING ADDRESS
PO Box 116
Jefferson City, MO 65102

GRANT INFORMATION

FY2011 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) No. 97.042	PERFORMANCE PERIOD FROM: 01/01/11	TO: 12/31/11
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PRIOR TOTAL AWARD	0.00
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AMOUNT AWARDED THIS ACTION	\$91,137.00
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CURRENT TOTAL FEDERAL AWARD	\$91,137.00
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NON-FEDERAL COMMITMENT	\$91,137.00
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CONTACT INFORMATION

ISSUING OFFICE AND ADDRESS SEMA GRANT SPECIALIST

NAME
MO State Emergency Management Agency

NAME
Christy Knipp

MAILING ADDRESS
PO Box 116
Jefferson City, MO 65102

E-MAIL ADDRESS
Christy.Knipp@sema.dps.mo.gov

PHYSICAL ADDRESS
2302 Militia Drive
Jefferson City, MO 65101

TELEPHONE 573-526-9117	FAX 573-526-9194
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SUMMARY DESCRIPTION OF PROJECT

The purpose of the FY 2011 EMPG Program is to make grants to states to assist state, local tribal and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the federal government and the states and their political subdivisions. The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards.

TYPED NAME AND TITLE OF SEMA OFFICIAL
Paul D. Parmenter, Director

TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL
Mike Matthes, City Manager Columbia

SIGNATURE OF APPROVING SEMA OFFICIAL
Paul D. Parmenter

DATE
09/07/11

SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL
Mike Matthes
Edward H. Roll

DATE
9-9-11
9-15-11

THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT AWARD SPECIAL CONDITIONS

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In these Grant Award Special Conditions, the term "subrecipient" means the jurisdiction receiving this federal grant assistance.

Article I – Financial Guidelines

Any subrecipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

- A. Administrative Requirements
 - 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - 3. 44 CFR Part 10, Environmental Considerations
- B. Cost Principles
 - 1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
 - 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 - 4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations
- C. Audit Requirements
 - 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II – Prohibition on Using Federal Funds

The subrecipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article III – Compliance with Program Guidance

The subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the Emergency Management Performance Grants guidance and application kit.

Article IV – Reimbursement Request, Statement of Work, Training & Exercise Report–Required Quarterly

The subrecipient shall submit the quarterly reports to the State Emergency Management Agency (SEMA) within 15 days of the end of the first Federal quarter following the initial grant award. Reports are due on January 15, April 15, July 15, and October 15. The subrecipient shall submit quarterly reports thereafter until its performance period ends. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final quarterly report is due 30 days after the end date of the performance period. The EMPG Quarterly Report forms can be downloaded from the SEMA website at <http://www.sema.dps.mo.gov/programs/empg.asp>.

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Article V – Acceptance of Post Award Changes

In the event FEMA or MO Office of Homeland Security (OHS) determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call OHS at 573-526-9011 if you have any questions.

Article VI – Trafficking in Persons

- A. Provisions applicable to a recipient that is a private entity.
 - 1. You as the subrecipient and your employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
 - 2. The Federal awarding agency may unilaterally terminate this award, without penalty, if a recipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of the award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by DHS at 2 CFR Part 3000.
- B. Provisions applicable to a recipient other than a private entity. DHS FEMA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by U.S. Department of Homeland Security (DHS) at 2 CFR Part 3000.
- C. Provisions applicable to any recipient or subrecipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of the section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C 7104(g)), and,

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- b. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
 - a. An individual employed by you or subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. "Severe forms of trafficking in persons", "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22.U.S.C. 7102).

Article VII – Classified Security Condition

- A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at:
<http://www.dhs.gov/xopnbiz/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a

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contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security

Office of the Chief Security Officer

ATTN: ASD/Industrial Security Program Branch

Washington, D.C. 20528

Article VIII – Data Universal Numbering System (DUNS)

- A. Requirement for Data Universal Numbering System (DUNS) Numbers:
1. You must provide your jurisdiction's DUNS number to SEMA.
 2. No entity (see definition in paragraph C of this award term) may receive a subaward unless the entity has provided its DUNS number to SEMA.
- B. Definitions: For purposes of this award term:
1. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 816-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 2. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
 3. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of this substantive project or program for which you received this award as an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation see Sec.---.210 of the attachment of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organization").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 4. Subrecipient means an entity that:
 - a. Receives a subaward under this award; and
 - b. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

Article IX – Reporting Total Compensation of Recipient Executives.

- A. Reporting of Total Compensation of Recipient Executives.
1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

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- a. The total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received-
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph A.1. of this award term:
- a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month during which the subaward is made, and annually thereafter. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- B. Definitions. For purposes of this award term:
2. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 2. Executive means officers, managing partners, or any other employees in management positions.
 3. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - b. This term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organization")
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. Subrecipient means an entity that:
 - a. Receives a subaward from the recipient under this award; and
 - b. Is accountable to the recipient for the use of the Federal funds provided by the subaward.
 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipients' preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amounts recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

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- d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- e. Above-market earnings on deferred compensation which is not tax-qualified.
- f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article X – National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetland (11990) and Environmental justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the results of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at GPDEHPinfo@fema.dhs.gov for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article XI – Additional Requirements

- A. The subrecipient agrees that it shall comply with following training and exercise requirements:
 - 1. All EMPG program funded personnel shall complete the following training requirements and record proof of completion. National Incident Management System (NIMS) Training: IS 100, IS 200, IS 700, and IS 800. FEMA Professional Development Series: IS 139, IS 230.a, IS 235.a, IS 240.a, IS 241.a, IS 242.a, and IS 244.a.
 - 2. The State will develop a progressive exercise program to include no less than four quarterly exercises and one full-scale exercise within a 12-month period. The subrecipient's requirement is participation in no less than three exercises in a 12-month period by all EMPG program funded personnel.
 - 3. After Action Report/Improvement Plan will be completed for each exercise and submitted to SEMA (if not prepared by SEMA). A summary of all collected corrective action items and a tracking of their implementation shall be reported by SEMA as part of SEMA's EMPG quarterly report.
- B. The Electronic Grants Management System (EGMS) will be utilized by SEMA and all other subrecipients for next year's FY2012 EMPG budget applications, budget modifications, and reimbursement requests. The subrecipient agrees that it shall register and receive training of EGMS in order to obtain user privileges. EGMS user privileges must be obtained in order to participate in next year's FY2012 EMPG program.

GRANT AWARD SPECIAL CONDITIONS

EMW-2011-EP-00004-S01

FY2011 EMPG

September 7, 2011

-
- C. You are required to provide the Authorized Equipment List (AEL) number for all equipment purchased with EMPG funding as well as a description of the equipment and quantity purchased of each item. [For the FY2011 EMPG period, that information can be provided on the vendor invoice or attached to it when submitted with a quarterly report.]
- D. Planned or actual expenditures for maintenance contracts and warranties, repair and replacement costs, upgrades and user fees must be reflected on reports submitted by OHS. Therefore, SEMA and other local subrecipients are required to identify costs associated with maintenance and sustainment with each quarterly report.
- E. At a minimum, EMPG participants should maintain the following Basic Capabilities (previously listed herein):
1. Meet National Incident Management System (NIMS) compliance requirements by completing the NIMSCAST web-based assessment tool during the applicable fiscal year.
 2. Submit quarterly a Request for Reimbursement, Statement of Work, and Training/Exercise Worksheet within 15 days following each quarter. The Final is due 30 days following the performance period.
 3. Maintain an emergency operations plan (EOP) that meets SEMA planning guidance. This plan must be reviewed annually by the subrecipient and revised as needed.
 4. Complete the required training listed on A.1.
 5. Identify a designated EOC facility with 24/7 availability.
 6. Complete the required exercise requirements as listed on A.2 and A.3.

EMERGENCY MANAGEMENT PERFORMANCE GRANT ANNUAL CERTIFICATION

AGENCY INFORMATION

AGENCY NAME <u>Columbia/Boone County Emergency Mgt.</u>	SUBMISSION DATE <u>12/2/2010</u>
ADDRESS <u>17 N. 7th Street, Suite A</u>	PERIOD COVERED <u>01/01/11 - 12/31/11</u>
City/MO/Zip <u>Columbia, MO 65201</u>	COUNTY <u>Boone</u>
EMD NAME <u>Zim Schwartze</u>	
EMAIL <u>ZIM@GoColumbiaMO.com</u>	CURRENT POPULATION <u>150,000</u>
PHONE <u>573-874-6325</u>	

FEDERAL FUNDING

Will you meet the six "Basic" Capabilities of the Capability-Based Allocation System? YES-> X NO->

Do you anticipate requesting other Federal funding during this period? YES-> X NO->

Does your jurisdiction expend more than \$500,000 (total of all Federal funds), per calendar year? YES-> X NO->
(Circular A-133, Audits of State, Local Governments and Non-Profit Organizations)

CERTIFICATIONS

We certify that we will accomplish the projected programs to the best of our ability, will provide the necessary support to accomplish completion and understand and agree that completion of or progress toward said projected programs is a condition for participation in the Emergency Management Performance Grant Program and/or other federally assisted programs.

[Irene] Zim Schwartze
Emergency Management Director (type or print)

Zim Schwartze
Emergency Management Director (signature)

SEMA Director (type or print)

SEMA Director (signature)

William H. Watkins
Chief Executive Official (type or print)

[Signature]
Chief Executive Official (signature)

Kenneth M. Pearson
Chief Executive Official (type or print)

[Signature]
Chief Executive Official (signature)

NOTE: Please complete and attach the Annual Statement of Work (SOW), Staffing Pattern, & Budget and obtain the signatures of the Emergency Management Director & Chief Executive Officer(s) for the above certification.

ZHK

**BUDGET FOR PERSONNEL AND ADMINISTRATIVE EXPENSES
EMPG PROGRAM**

1. Name of Emergency Management Organization	2. Address	3. Fiscal Year	Remarks
Columbia/Boone County Emergency Mgt.	17 N. 7th St., Ste. A; Columbia, MO 65201	FY 2011	
4. Personnel	Subdivision Budget 95,045	Federal Share 50%	47,523
5. Fringe Benefits	38,434		19,217
6. Travel	4,500		2,250
7. Equipment--Written Justification Required			0
8. Supplies	11,825		5,913
9. Construction--Written Justification Required			0
10. Consultants/Contracts--Written Justification Required			0
11. All Other Allowable Expenses	56,000		28,000
12. Total	205,804		102,902

DIRECTIONS (Please read before completing Form)

1. Fill in Emergency Management Agency's name.
2. Fill in Emergency Management Agency's address.
3. Fill in Fiscal Year.
4. Amount budgeted for salaries and wages should match the total of Column 2 of the attached Staffing Pattern.
5. Amount budgeted for fringe benefits.
6. Amount budgeted for travel.
7. Amount budgeted for equipment. Equipment means property having a useful life exceeding one year and a unit cost that equals or exceeds \$5,000. Items must be on the Authorized Equipment List (AEL). Attach a written justification in narrative form with the application.
8. Amount budgeted for supplies.
9. Amount requested for construction. Attach a written justification in narrative form with the application.
10. Amount budgeted for consultants / contracts. Attach a written justification in narrative form with the application.
11. Amount budgeted for all other administrative costs.
12. Sum each column. Calculate the federal share by dividing each budget category by 2.

ERK

INSTRUCTIONS:

List all positions that are involved in the jurisdiction's emergency management organization and that may have emergency-management related costs. Include:
 a) Positions for which you'll claim personnel costs (lines 15 through 23). Also complete a Position Description of each position if not already on file at SEMA.
 b) Positions for which no wages will be claimed but which may incur travel or other emergency management costs (lines 27 through 43).

STAFFING PATTERN		FISCAL YEAR		DATE:	
NAME OF ORGANIZATION		2011 (01/01/2011 - 12/31/2011)		12/02/10	
Columbia/Boone County Emergency Management		STATE:	Missouri	DATE:	
(1) POSITION TITLE	(2) GROSS ANNUAL SALARY FOR EMERGENCY MANAGEMENT	(3) ANNUAL FRINGE BENEFITS FOR EMERGENCY MANAGEMENT	(4) PERCENTAGE OF TIME IN EMERGENCY MANAGEMENT	(5) DATE HIRED OR VACANCY (Mo/Yr)	(6) REMARKS (Name)
Emergency Mgt. Director	\$ 42,372.00	\$ 21,443.00	50%	05/2009	
Assistant Director	\$ 5,556.00	\$ 1,970.00	10%	05/2000	
Administrative Assistant	\$ 9,633.00	\$ 4,145.00	30%	10/2005	
Communications Officer	\$ 8,428.00	\$ 3,498.00	20%	10/1988	
Communications Officer	\$ 42.00	\$ 3.00	20%	11/2005	
Public Information Officer	\$ 12,480.00	\$ 955.00	70%	02/2009	
GIS Coordinator	\$ 8,332.00	\$ 3,210.00	20%	01/2000	
GIS Coordinator	\$ 8,202.00	\$ 3,210.00	20%	10/2009	
Positions for which no salary contributions are requested:					
TOTAL (Must match Budget line 4&5, Personnel & Benefits)		\$ 95,045.00			
		\$ 38,434.00			

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STATEMENT OF WORK

FY2011 EMERGENCY MANAGEMENT PERFORMANCE GRANT

AGENCY NAME	SELECT REPORTING PERIOD (X)				
	APPLICATION	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec

Category	Capability	Verification Documentation	APPLICATION (X) If Task will be Completed in 2011	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
BASIC CAPABILITIES Note: Required for every EMPG annual cycle							
FEMA Requirement	Compliance with the National Incident Management System (NIMS)	Completion of the NIMSCAST web-based assessment tool during the applicable FY.	X				
Administrative Requirement	Submit quarterly financial claims and statement of work to SEMA on time.	Financial Claim Report and Statement of Work.	X				
Professional Development	An appointed Emergency Management Director that has attended the SEMA Principles of Emergency Management Course and the Exercise Design & Evaluation Course (either online or formal class).	Appointment letter signed by the jurisdiction's senior elected official and the Course Completion Certificates (Dated prior to, or during, the applicable FY).	X				
Emergency Management Planning	LEOP Annual Review/Update.	SEMA/Local LEOP Review document and written verification that identified changes were made during the applicable FY.	X				
Local Emergency Operations Center	Designated EOC facility with 24/7 availability.	Letter from senior elected official listing address, telephone numbers, fax number, etc and on-site visit.	X				
Exercise	Table Top, functional full-scale, multi-jurisdictional, and/or actual disaster event.	SEMA-approved HSEEP Report.	X				

STATE-DESIGNATED CAPABILITIES Note: If used, these would be designated by SEMA

None in FY2011

n/a	n/a	n/a	n/a	n/a	n/a	n/a
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APPLICATION	QUARTERLY REPORT; (X) ONLY WHEN TASK COMPLETED			
(X) If Task will be Completed in 2011	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec

Category: Capability Verification Documentation

JURISDICTION-DESIGNATED CAPABILITIES (Optional Examples) Note: If used, these would be selected by each jurisdiction

Professional Development	EM Certification and/or FEMA Professional Development Series (PDS) entity	Official certification document from awarding entity							
	Higher Education	Transcripts							
	Other FEMA/SEMA Training Courses	Completion Certificate (Dated during applicable FY)							
Local Emergency Operations Center	Emergency Power On-Site	Letter from senior elected official and on-site visit.							
	Redundant Communications Capability	Letter from senior elected official listing type, specifics of capability and on-site visit.							
	Alternate EOC Facility Identified	Letter from senior elected official listing address, telephone numbers, fax number, etc and on-site visit.							
Emergency Management Planning	Debris Management Plan (FEMA Criteria)	Approval of Plan by SEMA and/or FEMA.							
	Identification of Shelter Capacity	Written list of shelters with location, capacity, and management responsibilities identified. Include map with locations of shelters identified.	X						
	Critical Facility List	Written list of critical facilities (fire, medical, law enforcement, EOC, etc) with location and type/availability of back-up power identified. Include map with locations of facilities identified.							
	Review/Update/Expansion of the Debris Management Plan, Shelter Capacity List, or the Critical Facility List	Same documentation as required for the selected capability.	X						

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Category	Capability	Verification Documentation	APPLICATION				QUARTERLY REPORT; (X) ONLY WHEN TASK COMPLETED				
			(X) If Task will be Completed in 2011	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec				
Emergency Management Planning Enhancement	Develop/expand catastrophic plan/annex	SEMA/Local LEOP Review document and written verification that identified changes were made.									
	Develop/expand agri-terrorism plan/annex	SEMA/Local LEOP Review document and written verification that identified changes were made.									
	Develop/expand special needs population plans/annex	SEMA/Local LEOP Review document and written verification that identified changes were made.	X								
	Develop/expand plan/annex for pets in disasters.	SEMA/Local LEOP Review document and written verification that identified changes were made.	X								
	Develop/expand cyber-terrorism plan/annex.	SEMA/Local LEOP Review document and written verification that identified changes were made.									
	Develop/expand haz-mat plan/annex (working with MERC)	SEMA/Local LEOP Review document and written verification that identified changes were made.	X								
Senior Official Training	NIMS Courses	Training Certificate (Dated during applicable FY).									
	Damage Assessment Course.	Training Certificate (Dated during applicable FY).									
	Cost Documentation Course	Training Certificate (Dated during applicable FY).									
	Principles of Emergency Management Course	Training Certificate (Dated during applicable FY).	X								
	Recovery from Disaster: The Local Government Role Course	Training Certificate (Dated during applicable FY).									
Community Preparedness	Storm Ready Designation	NWS Certificate (Dated during applicable FY).	X								
	Community Emergency Response Team (CERT)										

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Category	Capability	Verification Documentation	QUARTERLY REPORT; (X) ONLY WHEN TASK COMPLETED				APPLICATION (X) If Task will be Completed in 2011
			Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	
	Completed Hazard Mitigation Project (safe rooms, buy-out, etc)	SEMA HMGP Verification					
	Develop/enhance Citizen's Corps Program						
	Develop/enhance Safe-Schools Program						
	Develop/enhance Community Organizations Active in Disaster (COADs) and/or Long-Term Recovery Committees.		X				
Resources and Logistics	Staging Areas	Written list of staging areas with location, capacity, and management responsibilities identified. Include map with locations of staging areas identified.					
	Points of Distribution (POD)	Written list of PODs with location, capacity, and management responsibilities identified. Include map with POD locations identified.					
	Jurisdiction Resource List--Public/Private	Written list of potentially available resources from public and/or private entities with location, type/quantity of resource, and 24/7 contact information.					
	Review/Update/Expansion of any of the items listed above	Same documentation as required for the selected capability.					
Emergency Management Outreach & Collaboration	Attend Regional Homeland Security Oversight Committee (RHOC) and Local Emergency Preparedness Committee/District (LEPC/LEPD) meetings	Copies of meeting agenda and sign-in sheets.	X				

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Government Center Chambers by Missouri NOW (National Organization of Women) on November 6th, 2011 from 9:00 am until 9:00 pm for a state board meeting.

Done this 15th day of September, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Absent
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Description of Use: STATE Board Meeting

Date(s) of Use: Sunday - November 6th

Time of Use: From: 9 a.m./p.m. thru 9 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm301 - Rm306 - Rm311
Centralia Office - Rm332

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Missouri NOW (National Organization of Women)

Organization Representative/Title: Clare Major - Vice President

Address/Phone Number: (573) 489-7863

Date of Application: 9/13/2011 - Diane M. Meeker

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

Wendy S. Nance
County Clerk

BOONE COUNTY, MISSOURI

Edward Elkin
County Commissioner

DATE: 9/15/11

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

15th

day of

September

20 11

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Monday, September 19, 2011, at 9:30 a.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (2) RSMo. to discuss the leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 15th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner