

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

July Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

7th

day of

July

2020

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 04-30MAR20 – Bond Counsel Services for the Boone County Treasurer – Term and Supply to Gilmore & Bell, PC of Kansas City, Missouri.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 7th day of July 2020.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Liz Palazzolo**  
Senior Buyer



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Columbia, MO 65201  
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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: 6/25/20  
RE: Contract# 04-30MAR20 – Bond Counsel Services for the Boone County Treasurer – Term & Supply

Request for Proposal 04-30MAR20 solicited proposals for Bond Counsel Services for the Boone County Treasurer's Office. Two proposals were received and reviewed by a Boone County Evaluation Committee consisting of Tom Darrough, Boone County Treasurer; June Pitchford, Boone County Auditor, and C.J. Dykhouse, Boone County Legal Counsel. The Evaluation Committee first met by teleconference June 5, 2020 to discuss the two proposals and the evaluation methodology. It was decided that a "team" evaluation report and scoring would be done. The Evaluation Committee conducted the subjective evaluation and scoring of the offerors' Experience & Reliability, and the Method of Performance. The Purchasing Department conducted the Cost evaluation with input from the Evaluation Committee. The Evaluation Report is included as an attachment to this memo.

The award of contract will be made to the "lowest and best" proposal which has received the highest score. A contract for Bond Counsel Services will be awarded to Gilmore & Bell, PC of Kansas City, Missouri.

The contract period will run from July 1, 2020 through June 30, 2025, and there are two (2) one-year renewal options available after this initial period.

This is a Term & Supply contract.

/lp

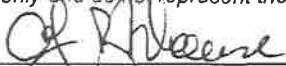

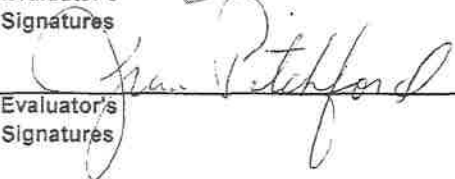
Attachments

cc: Contract File

**EVALUATION SCORING FORM**  
 PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI  
 REQUEST FOR PROPOSAL 04-30MAR20 - BOND COUNSEL SERVICES

	NAME OF OFFEROR	METHOD OF PERFORMANCE (20 Points)	EXPERIENCE & RELIABILITY (30 points)	TOTAL SUBJECTIVE POINTS (50 points)	For Purchasing Use Only	
					COST POINTS (50 points)	TOTAL POINTS (Max 100 points)
1	Gilmore & Bell, PC	20	30	50	50	100
2	Thompson Coburn LLP	20	25	45	39	84

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

	<b>CJ DYKHOUSE</b>	<b>COUNTY COUNSELOR</b>	
Evaluator's Signatures	Evaluator Printed Name	Title	Dept.
	<b>TOM DARROGET</b>	<b>TREASURER</b>	
Evaluator's Signatures	Evaluator Printed Name	Title	Dept.
	<b>June Pitchford</b>	<b>County Auditor</b>	
Evaluator's Signatures	Evaluator Printed Name	Title	Dept.

## Evaluation Report RFP 04-30MAR20 – Bond Counsel Services for the Boone County Treasurer’s Office

### OFFEROR #1: Gilmore & Bell, PC.

- The proposal from Gilmore & Bell, PC of Kansas City, Missouri is deemed responsive to the mandatory terms and conditions of the RFP.

### EXPERIENCE, EXPERTISE AND RELIABILITY: SCORE 30 of 30

#### Strengths:

- Has performed well for Boone County over past 7 years as Bond Counsel – exemplary service: reliable recommendations; County’s interests given priority; no conflict of interest issues; doesn’t upsell other products;
- 41-year history providing bond and disclosure counsel services in variety of tax-exempt and taxable financings to all types of governmental entities; the firm has been under same ownership since its beginning in 1979;
- Gilmore & Bell PC has a national reputation in tax-exempt bond financing and has one of the largest public finance practices in the country;
- Provided 6 references: City of St. Joseph, Missouri (12/30/19 revenue bond issue); Curators of the University of Missouri (5/5/2020 revenue bond issue); Cass County, Missouri (3/30/20 current refunding lease purchase agreement); Douglas County, Missouri (2/7/19 certificates of participation real property lease financing); Phelps County Regional Medical Center (7/2/19 county hospital revenue bond issue); School District of Springfield R-XII (6/4/19 school district general obligation bond issue);
- Provided long list of bond and lease-purchase financings done for Missouri counties or hospitals since 2013 – includes Neighborhood Improvement District (NID) bonds;
- Lead Attorney is James Caldwell – member of Missouri Bar since 1986. Haden Crumpton will be Lead Attorney when James retires. Haden holds Missouri and Kansas licenses with a BSBA in Finance and Banking;
- Other members of Gilmore & Bell PC team assigned to Boone County have relevant experience and education: Scott Waller specializes in public and private nonprofit healthcare; James Dummit, primarily focuses on federal tax law; and Sid Douglas specializes in tax-exempt bond financing for hospitals;
- All members of the team are in good standing with the Missouri Bar – no conflicts of interest or other issues;
- Gilmore & Bell PC’s staff stays updated and knowledgeable about developments in municipal bond and securities practices - has in-house periodic education with emphasis on finance, tax aspects of public finance, securities aspects of public finance, government lease financings, and conflicts of interests and other ethics issues relating to public finance;
- Gilmore & Bell PC regularly assists issuers in responding to tax audits and other similar inquiries by the IRS - perhaps as many as 100 tax audits with 10 open examinations - None involve Code Section 6070 penalties - only 1 exception in past 5 years where all other IRS audits have closed without any change to the tax-exempt status of interest on bonds;
- No regulatory violations;
- Gilmore & Bell PC is listed in the Bond Buyer’s Municipal Marketplace (Red Book).

#### Concerns: None

## **METHOD OF PERFORMANCE: SCORE 20 of 20**

### **Strengths:**

- Gilmore & Bell PC will work with the County Treasurer, County Commission, County Clerk, County Counselor and their staff on legal aspects of each proposed bond financing;
- Will work with outside parties engaged by the County as required;
- Will perform all work as required in the RFP in timely and efficient manner;
- Gilmore & Bell PC makes every effort to avoid complaints or disputes with its clients – will resolve to the County’s interests – goal is to leave client feeling well-served;
- Carries professional liability insurance - Aspen Specialty Insurance Company and Evanson Insurance Company - limits of \$10,000,000 per claim and \$20,000,000 in the aggregate - no exceptions for securities law matters;
- 43 partners, 11 associates – staff on-hand to serve County.

### **Concerns:**

- None

## **OFFEROR #2: Thompson Coburn LLP**

- The proposal from Thompson Coburn LLP of St. Louis, Missouri is deemed responsive to the mandatory terms and conditions of the RFP.

## **EXPERIENCE, EXPERTISE AND RELIABILITY: SCORE 25 of 30**

### **Strengths:**

- 91-year history providing Bond Counsel services - Thompson Coburn LLP is a full-service law firm - located in 6 cities across US;
- In past 10 years, Thompson Coburn LLP has participated in various roles (bond counsel, disclosure counsel, etc.) in more than \$42 billion in bond and other types of financings for public entities;
- Provided 5 references: Southeast Missouri State University – capital revenue - multiple issues since 1993; St. Louis County – appropriation -various issuances, multiple transactions; Stifel Nicolaus & Co., Inc. - various issuances/times; Columbia Capital Management, LLC - various issuances/times; Bi-State Development Agency/METRO – sales tax revenue bonds/various issuances;
- Provided long list of Bond Counsel Financings since 2015
- Lead Attorney is Sara Kothoff - serves as Bond Counsel and Disclosure Counsel to SEMO University since 1993, and has served as Underwriter's Counsel on several Boone County financings for the Boone County Hospital, St. Louis County - MoHELA financings for other government hospitals - Phelps County Hospital and Ste. Genevieve County Hospital.
- Boone County team includes Ali Rafferty - Public Finance and Public Law Partner who will provide Bond Counsel and on-going legal advice; and Elizabeth Feldmeir - Tax Partner who will counsel clients on transactions that combine traditional financing with tax incentives.
- All members of the team are in good standing with the Missouri Bar – no conflicts of interest or other issues;
- Thompson Coburn LLP has a practice group dedicated to public finance matters that pays attention to well-established laws and practices in this area and changes in laws, regulations and practices; attends conferences and information exchanges with other law, tax advisory, and underwriting firms.

- Thompson Coburn LLP regularly assists issuers in responding to tax audits and other similar inquiries by the IRS. Thompson Coburn has been involved in at least 7 random bond audits by IRS - all of which resolved with "no change" letter from IRS; No overturns; no opinions have resulted in the loss of tax exemptions on bonds issued by clients.
- Thompson Coburn LLP has been consistently recognized inside and outside the legal industry: listed as 1 of 25 law firms for the past 5 years in BTI Consulting's Most Recommended Law Firms; 11 national first-tier rankings 2019 US News & World Reports "Best Law Firms" survey; other awards/commendations listed.
- No regulatory violations;
- Thompson Coburn LLP is listed in the Bond Buyer's Municipal Marketplace (Red Book).

**Concerns:**

- Long listing of public financings but no NID issues are listed.

**METHOD OF PERFORMANCE: SCORE 20 of 20**

**Strengths:**

- Will provide responsive service and unwavering attention to detail in performing bond counsel services for the County;
- Thompson Coburn LLP will work with the County to develop and implement appropriate annual compliance checklists to ensure compliance with applicable statutes, laws and regulations - as developments occur Thompson Coburn LLP will assist the County in determining the impact to the County as requested by County;
- Sara Kotthoff will work closely with the County - be a business partner - and to perform in-synch with the County's objectives
- Thompson Coburn LLP's goal is to help the County evaluate its financing options to determine an optimal structure for the financing - creativity and problem solving rather than mere problem spotting - will proceed in a manner least disruptive to County officials' normal work schedule  
Professional Liability Insurance with Attorney's Liability Assurance Society (ALAS) with an annual limit of \$35,000,000 per claim and \$70,000,000 in the aggregate;
- 246 partners, 105 associates – large staff on-hand to serve County.

**Concerns:**

- None

**SUMMARY:**

The Evaluation Committee first met via phone conference June 5, 2020. Both proposals were found acceptable and responsive to RFP requirements. The evaluation method was discussed, and it was decided to weight Experience, Expertise and Reliability 30 points and Proposed Method of Performance 20 points. The discussion covered the evaluation of Cost, and it was decided that cost would include recent County bond issue history. The Evaluation Committee decided to prepare a team report with scoring.

In summary, the proposal from Gilmore & Bell PC scores 30 out of a maximum 30 points in the area of Experience, Expertise and Reliability compared to Thompson Coburn LLP for the following salient reasons: the County has had good experience with Gilmore & Bell PC as the incumbent Bond Counsel for the County for the past 7 years. Service has been reliable, enabling the County to have confidence in the recommendations Gilmore & Bell PC has made. The finance experience of Gilmore & Bell PC covers a wide variety of public



finance issuances. Gilmore & Bell PC offers solid legal and financial expertise that includes staff with federal tax expertise and bond financing for hospitals. The listing of public finance issuances Gilmore & Bell PC has identified since 2013 include Neighborhood Improvement District (NID) bonds among the variety.

In comparison, Thompson Coburn LLP scores 25 out of 30 maximum points in the area of Experience, Expertise and Reliability. While the County has not had direct experience with Thompson Coburn LLP like it has with Gilmore & Bell, the County has worked with Lead Attorney Sara Kothoff when she served as the Underwriter's Counsel on financings for the Boone County Hospital. Sara Kothoff has much relevant experience in the area of hospital bond issuance. The finance experience of Thompson Coburn LLP covers a wide variety of public finance issuances. Thompson Coburn LLP offers solid legal and financial expertise that includes staff with federal tax expertise and bond financing for hospitals. The listing of public finance issuances includes a variety of financings but NID's are not identified. The information in the proposal seems to emphasize Thompson Coburn's hospital bond work which is relevant to the County but not the exclusive concern. Attorneys for both firms are in good standing and licensed by the Missouri Bar, and none have any known conflict of interests to serve as Bond Counsel for the County.

Both Gilmore & Bell PC and Thompson Coburn LLP score 20 points out of a maximum 20 points for the Method of Performance. Both firms are equally positioned to perform the work of Bond Counsel for the County pursuant to the tasks and requirements in the RFP Scope of Work. Both have appropriately addressed complaint/dispute resolution and how their work should be evaluated, and both firms have indicated that they will partner with the County to achieve the County's bonding goals.

PART 1 - COST EVALUATION - HISTORICAL COST VIEW

RFP 04-30MAR20 Bond Counsel - Cost Evaluation	QTY	Gilmore & Bell, PC		EXTENDED TOTAL	Thompson Coburn LLP		EXTENDED TOTAL
		Minimum Fee per Issue	Variable Fee per \$1,000 of Issue	Gilmore & Bell PC	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue	Thompson Coburn LLP
5.2.1 GO Bond, New Money	5	\$ 3,000.00	\$3,000 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$5,800 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$17,050 + \$0.80 per \$1,000 over \$10,000,000	\$ 15,000.00	\$ 20,000.00	\$20,000 + \$0.50 per \$1,000 over \$10,000,000	\$ 100,000.00
5.2.3 NID GO Bond, New Money -First Issue (Temporary Notes)	1	\$ 3,500.00	\$3,500 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$14,750 + \$.80 per \$1,000 over \$10,000,000	\$ 3,500.00	\$ 20,000.00	\$20,000 + \$0.50 per \$1,000 over \$10,000,000	\$ 20,000.00
5.2.7 Hospital Revenue Bond, Refunding	1	\$ 19,000.00	\$19,000 + \$2.50 per \$1,000 over \$1,000,000 up to \$5,000,000 \$29,000 + \$2.00 per \$1,000 over \$5,000,000 up to \$10,000,000 \$39,000 + \$1.00 per \$1,000 over \$10,000,000 up to \$50,000,000 \$79,000 + \$0.75 per \$1,000 over \$50,000,000	\$ 19,000.00	\$ 32,000.00	\$32,000 + \$1.00 per \$1,000 over \$10,000,000 Plus fee of \$2,500 for each bond issue refunded	\$ 32,000.00
5.2.8 GO Bond, New Money	2	\$ 3,000.00	\$3,000 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$5,800 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$17,050 + \$0.80 per \$1,000 over \$10,000,000	\$ 6,000.00	\$ 20,000.00	\$20,000 + \$0.50 per \$1,000 over \$10,000,000	\$ 40,000.00
<b>Total Price - Historical Bond Issues:</b>				<b>\$ 43,500.00</b>			<b>\$ 192,000.00</b>



RFP 04-30MAR20 Bond Counsel - Cost Evaluation	CITY	Gilmore & Bell, PC	EXTENDED TOTAL Gilmore & Bell PC	Thompson Coburn LLP	EXTENDED TOTAL Thompson Coburn LLP
5.2.12 Special Project Work:					
Per Hour Price		\$325 - County \$375 - Hospital		Sara Kothoff - \$630.00 Ali Rafferty - \$505.00 Elizabeth Feldmeir - \$545.00 Associates - \$295.00	
5.2.12.1 \$20 Million Special Obligation Bonds (New Money) - Bond Counsel Fee Only	1	5	25,050.00	\$	22,500.00
5.2.12.1 \$20 Million Special Obligation Bonds (New Money) - Bond Counsel Fee With Official Statement	1	5	32,550.00	\$	25,000.00
5.2.12.2 \$20 Million Hospital Revenue Bonds - Bond Counsel Fee Only	1	5	47,500.00	\$	37,500.00
5.2.12.2 \$20 Million Hospital Revenue Bonds - Bond Counsel Fee With Official Statement	1	5	71,250.00	\$	40,000.00
5.2.12.3 \$200,000 NID General Obligation Bonds First Issue (Temporary Notes) - Bond Counsel Fee Only	1	5	3,500.00	\$	17,500.00
5.2.12.3 \$200,000 NID General Obligation Bonds First Issue (Temporary Notes) - Bond Counsel Fee With Official Statement	1	5	8,500.00	\$	20,000.00
5.2.12.4 \$200,000 NID General Obligation Bonds Successive Issue (Final Bonds) - Bond Counsel Fee Only	1	5	5,500.00	\$	17,500.00
5.2.12.4 \$200,000 NID General Obligation Bonds Successive Issue (Final Bonds) - Bond Counsel Fee With Official Statement	1	5	10,500.00	\$	20,000.00
<b>Total Price Special Projects:</b>			\$ 204,350.00	\$	200,000.00
<b>TOTAL PRICE</b>			\$ 247,850.00	\$	392,000.00
<b>COST POINTS</b> Historical Bond Issues - Max 25 points			25		16
<p>Note: Their Bond Counsel Fee includes those portions of any offering document such as an Official Statement customarily provided by Bond Counsel, including those sections describing the bonds, the security for such bonds, a "Tax Matters" section describing the opinion of bond counsel and any required summary of the bond documents. Fees do not include the costs of calculating arbitrage rebate for those issues subject to rebate nor do they include providing continuing disclosure services. In addition the above fees do not cover industrial development revenue bonds.</p>					

PART 2 – COST EVALUATION - ALL COSTS VIEW

RFP 04-30MAR20 Bond Counsel - Cost Evaluation	QTY	Gilmore & Bell, PC		EXTENDED TOTAL Gilmore & Bell PC	Thompson Coburn LLP		EXTENDED TOTAL Thompson Coburn LLP
		Minimum Fee per Issue	Variable Fee per \$1,000 of Issue		Minimum Fee per Issue	Variable Fee per \$1,000 of Issue	
5.2.1 GO Bond, New Money	5	\$ 3,000.00	\$3,000 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$5,800 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$17,050 + \$0.80 per \$1,000 over \$10,000,000	\$ 15,000.00	\$ 20,000.00	\$20,000 + \$0.50 per \$1,000 over \$10,000,000	\$ 100,000.00
5.2.2 GO Bond, Refunding	1	\$ 4,500.00	\$4,500 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$7,300 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$18,550 + \$0.80 per \$1,000 over \$10,000,000	\$ 4,500.00	\$ 22,500.00	\$22,500 + \$0.50 per \$1,000 over \$10,000,000 Plus fee of \$2,500 for each bond issue refunded	\$ 22,500.00
5.2.3 MID GO Bond, New Money – First Issue (Temporary Notes)	1	\$ 3,500.00	\$3,500 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$14,750 + \$0.80 per \$1,000 over \$10,000,000	\$ 3,500.00	\$ 20,000.00	\$20,000 + \$0.50 per \$1,000 over \$10,000,000	\$ 20,000.00
5.2.4 MID GO Bond, New Money – Successive Issue (Final Bonds)	1	\$ 5,500.00	\$5,500 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$16,750 + \$0.80 per \$1,000 over \$10,000,000	\$ 5,500.00	\$ 20,000.00	\$20,000 + \$0.50 per \$1,000 over \$10,000,000	\$ 20,000.00
5.2.5 MID GO Bond, Refunding	1	\$ 7,000.00	\$7,000 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$18,250 + \$0.80 per \$1,000 over \$10,000,000	\$ 7,000.00	\$ 22,500.00	\$22,500 + \$0.50 per \$1,000 over \$10,000,000 Plus fee of \$2,500 for each bond issue refunded	\$ 22,500.00
5.2.6 Hospital Revenue Bond, New Money	1	\$ 17,500.00	\$17,500 + \$2.50 per \$1,000 over \$1,000,000 up to \$5,000,000 \$27,500 + \$2.00 per \$1,000 over \$5,000,000 up to \$10,000,000 \$27,500 + \$1.00 per \$1,000 over \$10,000,000 up to \$50,000,000 \$77,500 + \$0.75 per \$1,000 over \$50,000,000	\$ 17,500.00	\$ 30,000.00	\$30,000 + \$1.00 per \$1,000 over \$10,000,000	\$ 30,000.00
5.2.7 Hospital Revenue Bond, Refunding	1	\$ 19,000.00	\$19,000 + \$2.50 per \$1,000 over \$1,000,000 up to \$5,000,000 \$29,000 + \$2.00 per \$1,000 over \$5,000,000 up to \$10,000,000 \$29,000 + \$1.00 per \$1,000 over \$10,000,000 up to \$50,000,000 \$79,000 + \$0.75 per \$1,000 over \$50,000,000	\$ 19,000.00	\$ 32,000.00	\$32,000 + \$1.00 per \$1,000 over \$10,000,000 Plus fee of \$2,500 for each bond issue refunded	\$ 32,000.00
5.2.8 SD Bond, New Money	2	\$ 3,000.00	\$3,000 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$5,800 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$17,050 + \$0.80 per \$1,000 over \$10,000,000	\$ 6,000.00	\$ 20,000.00	\$20,000 + \$0.50 per \$1,000 over \$10,000,000	\$ 40,000.00

RFP 04-30MAR20 Bond Counsel - Cost Evaluation	QTY	Gilmore & Bell, PC	EXTENDED TOTAL Gilmore & Bell PC	Thompson Coburn LLP	EXTENDED TOTAL Thompson Coburn LLP
5.2.8 10 Bond Refunding	1	\$ 4,500.00 \$4,300 + \$4 per \$1,000 over \$300,000 up to \$1,000,000 \$7,800 + \$1.75 per \$1,000 over \$1,000,000 up to \$10,000,000 \$18,250 + \$0.00 per \$1,000 over \$10,000,000	\$ 4,500.00	\$ 27,500.00 \$22,500 + \$0.50 per \$1,000 over \$10,000,000 Plus fee of \$2,500 for each bond issue refunded	\$ 22,500.00
5.2.10 Certificates of Participation	1	\$ 19,500.00 \$18,550 + \$0.80 per \$1,000 over \$1,000,000 up to \$10,000,000 \$26,700 + \$1.00 per \$1,000 over \$10,000,000 up to \$25,000,000 \$47,500 + \$0.40 per \$1,000 over \$25,000,000	\$ 19,500.00	\$ 75,000.00 \$71,000 + \$0.50 per \$1,000 over \$10,000,000 Plus fee of \$2,500 for each bond issue refunded	\$ 75,000.00
5.2.11 Temporary Notes	1	\$ 3,500.00 \$3,300 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$14,750 + \$0.00 per \$1,000 over \$10,000,000	\$ 3,500.00	\$ 7,500.00 \$7,500 plus \$1.00 per \$1,000	\$ 7,500.00
<b>Total Price</b>			\$ 105,500.00		\$ 342,000.00

5.2.12 Special Project Work					
Particular Price:		5325 - County 5375 - Hospital			Sara Kuthoff - \$630.00 Ali Rafferty - \$505.00 Elizabeth Feidmeir - \$545.00 Associates - \$715.00
5.2.12.1 \$70 Million Special Obligation Bonds (New Money) - Bond Counsel Fee Only	1	\$ 25,050.00			\$ 22,500.00
5.2.12.1 \$20 Million Special Obligation Bonds (New Money) - Bond Counsel Fee With Official Statement	1	\$ 32,550.00			\$ 25,000.00
5.2.12.2 \$ 20 Million Hospital Revenue Bonds - Bond Counsel Fee Only	1	\$ 47,500.00			\$ 37,500.00
5.2.12.2 \$ 20 Million Hospital Revenue Bonds - Bond Counsel Fee With Official Statement	1	\$ 71,250.00			\$ 60,000.00
5.2.12.3 \$200,000 HD General Obligation Bonds First Issue (Temporary Notes) - Bond Counsel Fee Only	1	\$ 9,500.00			\$ 17,500.00
5.2.12.3 \$200,000 HD General Obligation Bonds First Issue (Temporary Notes) - Bond Counsel Fee With Official Statement	1	\$ 8,500.00			\$ 23,000.00
5.2.12.4 \$200,000 HD General Obligation Bonds Successive Issue (Final Bonds) - Bond Counsel Fee Only	1	\$ 5,000.00			\$ 17,500.00
5.2.12.4 \$200,000 HD General Obligation Bonds Successive Issue (Final Bonds) - Bond Counsel Fee With Official Statement	1	\$ 10,500.00			\$ 25,000.00
<b>Total Price Special Projects:</b>		\$ 204,850.00			\$ 200,000.00
<b>TOTAL PRICE ORIGINAL CONTRACT PERIOD</b>		\$ 309,850.00			\$ 342,000.00
<b>COST POINTS - Max 25 All Costs</b>		25			23
<p>Note: The Bond Counsel Fee includes those portions of any offering document such as an Official Statement customarily provided by Bond Counsel, including those sections describing the bonds, the security for such bonds, a "Tax Matters" section describing the opinion of bond counsel and any required summary of the bond documents. Fees do not include the costs of calculating arbitrage rebates for those issuers subject to rebate nor do they include providing continuing disclosure services. In addition, the above fees do not cover industrial development revenue bonds.</p>					

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## MEMORANDUM

TO: File

FROM: Liz Palazzolo

RE: 04-30MAR20 – Bond Counsel Services – Boone County Treasurer

DATE: 06/17/20

This memo documents the evaluation process for the review of the two proposals submitted in response to Request for Proposal (RFP) 04-30MAR20 for Bond Counsel Services for the Boone County Treasurer's Office.

The two proposals have been evaluated by an Evaluation Committee that consists of Tom Darrough, Boone County Treasurer; June Pitchford, Boone County Auditor, and C.J. Dykhouse, Boone County Legal Counsel. The Evaluation Committee first met by teleconference June 5, 2020 to discuss the two proposals and the evaluation methodology. It was decided that a "team" evaluation report and scoring would be done, and the following methodology was decided for evaluating the two proposals: The Method of Performance which is a subjectively evaluated category will be weighted a maximum of 20 points, and the offerors' Experience & Reliability, also a subjectively evaluated category, will be weighted a maximum of 30 points.

Cost which is an objective evaluation category was evaluated by the Purchasing Department with input from the Evaluation Committee about an approach to conduct the cost evaluation. The Treasurer provided past bond issue history that was used to evaluate cost. It is noted for the record that the quantities used in both are based on the County's actual number of recent bond issues respective to the bond type. There are two parts to the cost evaluation: "historical" and "all quoted" costs. Total cost points have been determined based on a 50/50 contribution from each part i.e., cost points based on "history" were computed separately and scored based on a maximum of 25 points; and "all costs" were considered as a separate part and weighted a maximum of 25 points. The results from the two views of cost were added together to determine the overall cost point score awarded to each offeror. This results in weighting historical and all costs equally since each part receives a maximum of 25 points. The result is that Gilmore & Bell, PC receives a total of 50 cost points (25 "Historical" Cost + 25 "All Costs") and Thompson Coburn LLP receives 39 (16 "Historical" Costs) + 23 "All Costs").

Cost points have been added to the subjective scores and the results are as follows:

	<b>Method of Performance</b>	<b>Experience &amp; Reliability</b>	<b>Total Cost</b>	<b>Total Points</b>
Gilmore & Bell PC	20	30	50	100
Thompson Coburn LLP	20	25	39	84

As such the award will be made to Gilmore & Bell, PC of Kansas City, Missouri. The evaluation scoring indicates that the offeror is the "lowest and best" having the highest cumulative score.

**PURCHASE AGREEMENT  
FOR  
BOND COUNSEL SERVICES**

**THIS AGREEMENT** dated the 7th day of July 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gilmore & Bell, PC** herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Bond Counsel Services**, County of Boone Request for Proposal (RFP) number **04-30MAR20** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's proposal response dated **05/27/20**, executed by **James G. Caldwell**, on behalf of the Contractor, and e-mail clarification dated **06/10/20** from **James G. Caldwell**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

**2. Contract Period** – The contract period shall be **July 01, 2020 through June 30, 2025**. The County shall have the option to renew the contract for two (2) one-year periods subsequent to the initial contract period.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Bond Counsel Services on an as needed, if needed basis. Bond Counsel Services shall be provided as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response.



<b>Bond Counsel Services - Pricing</b>		
	<b>Minimum Fee per Issue</b>	<b>Variable Fee per \$1,000 of Issue</b>
5.2.1 GO Bond, New Money	\$3,000.00	\$3,000 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$5,800 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$17,050 + \$0.80 per \$1,000 over \$10,000,000
5.2.2 GO Bond, Refunding	\$4,500.00	\$4,500 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$7,300 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$18,550 + \$0.80 per \$1,000 over \$10,000,000
5.2.3 NID GO Bond, New Money – First Issue (Temporary Notes)	\$3,500.00	\$3,500 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$14,750 + \$.80 per \$1,000 over \$10,000,000
5.2.4 NID GO Bond, New Money – Successive Issue (Final Bonds)	\$5,500.00	\$5,500 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$16,750 + \$0.80 per \$1,000 over \$10,000,000
5.2.5 NID GO Bond, Refunding	\$7,000.00	\$7,000 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$18,250 + \$0.80 per \$1,000 over \$10,000,000
5.2.6 Hospital Revenue Bond, New Money	\$17,500.00	\$17,500 + \$2.50 per \$1,000 over \$1,000,000 up to \$5,000,000 \$27,500 + \$2.00 per \$1,000 over \$5,000,000 up to \$10,000,000 \$37,500 + \$1.00 per \$1,000 over \$10,000,000 up to \$50,000,000 \$77,500 + \$0.75 per \$1,000 over \$50,000,000

Commission Order # \_\_\_\_\_

5.2.7 Hospital Revenue Bond, Refunding	\$19,000.00	\$19,000 + \$2.50 per \$1,000 over \$1,000,000 up to \$5,000,000 \$29,000 + \$2.00 per \$1,000 over \$5,000,000 up to \$10,000,000 \$39,000 + \$1.00 per \$1,000 over \$10,000,000 up to \$50,000,000 \$79,000 + \$0.75 per \$1,000 over \$50,000,000
5.2.8 SO Bond, New Money	\$3,000.00	\$3,000 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$5,800 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$17,050 + \$0.80 per \$1,000 over \$10,000,000
5.2.9 SO Bond, Refunding	\$4,500.00	\$4,500 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$7,300 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$18,550 + \$0.80 per \$1,000 over \$10,000,000
5.2.10 Certificates of Participation	\$19,500.00	\$19,500 + \$0.80 per \$1,000 over \$1,000,000 up to \$10,000,000 \$26,700 + \$0.60 per \$1,000 over \$10,000,000 up to \$25,000,000 \$37,500 + \$0.40 per \$1,000 over \$25,000,000
5.2.11 Temporary Notes	\$3,500.00	\$3,500 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$14,750 + \$0.80 per \$1,000 over \$10,000,000
5.2.12 – Special Project Work Per Hour Price – Applies to work performed by Jim Caldwell, Haden Crumpton, Scott Waller or for any other Shareholder in the firm	\$325.00 - County \$375.00 - Hospital	

5.2.12.1 \$20 Million Special Obligation Bonds (New Money) - Bond Counsel Fee Only	\$25,050.00
5.2.12.1 \$20 Million Special Obligation Bonds (New Money) - Bond Counsel Fee with Official Statement	\$32,550.00
5.2.12.2 \$ 20 Million Hospital Revenue Bonds - Bond Counsel Fee Only	\$47,500.00
5.2.12.2 \$ 20 Million Hospital Revenue Bonds - Bond Counsel Fee with Official Statement	\$71,250.00
5.2.12.3 \$200,000 NID General Obligation Bonds First Issue (Temporary Notes) - Bond Counsel Fee Only	\$3,500.00
5.2.12.3 \$200,000 NID General Obligation Bonds First Issue (Temporary Notes) - Bond Counsel Fee with Official Statement	\$8,500.00
5.2.12.4 \$200,000 NID General Obligation Bonds Successive Issue (Final Bonds) - Bond Counsel Fee Only	\$5,500.00
5.2.12.4 \$200,000 NID General Obligation Bonds Successive Issue (Final Bonds) - Bond Counsel Fee with Official Statement	\$10,500.00

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Treasurer's Office for services described in RFP specifications. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications unless allowed by the RFP. As applicable, the County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**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. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Boone County Treasurer's Office using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

**GILMORE & BELL, PC**

DocuSigned by:  
by James Caldwell  
53718CC4081049E...  
title Shareholder

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
DocuSigned by:  
Daniel K. Atwill  
Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature]  
County Counselor

**ATTEST:**

DocuSigned by:  
Brianna Lennon by MT  
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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Term & Supply

DocuSigned by: <u>[Signature]</u> Signature Account	6/29/2020 Date	Appropriation
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**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Proposal and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all proposals, 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 proposal on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in proposal process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the proposal.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Proposals qualified by escalator clauses may not be considered unless specified in the proposal specifications.
12. No proposal transmitted by fax machine or e-mail will be accepted.
13. 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.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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 proposal should be directed to the Purchasing Department prior to proposal opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all proposal responses over \$25,000, if any manufactured goods or commodities proposed with proposal/proposal response are manufactured or produced outside the United States, this MUST be noted on the Proposal/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



## Liz Palazzolo

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**From:** Caldwell, James (G&B) <JCALDWELL@GilmoreBell.com>  
**Sent:** Wednesday, June 10, 2020 5:59 PM  
**To:** Liz Palazzolo  
**Subject:** Re: Clarification Request - Boone County RFP 04-30MAR20 Bond Counsel Services

We typically quote a flat fee for continuing disclosure. The preliminary work is done by a staff member who is a specialist in continuing disclosure but not an attorney but whose work is reviewed by a shareholder attorney. The fees in 5.2.12 are the per hour fee for shareholder/attorneys. Our fee for continuing disclosure would take into account the fact that a staff member is doing a good portion of the work so the County would not be paying as much as if a shareholder attorney would be performing all of the work.

I will say that Tom Darrough has been handling the filings required for continuing disclosure without our involvement so as long as he or any successor continues to do so, there is no need to incur the additional expense to engage our firm to assist the County with continuing disclosure.

Jim Caldwell

**James G. Caldwell | Gilmore & Bell, P.C.**  
2405 Grand Blvd., Suite 1100, Kansas City, MO 64108  
[jcaldwell@gilmorebell.com](mailto:jcaldwell@gilmorebell.com)  
Office: 816-218-7543 | Cell: 816-210-0248 | Fax: 816-221-1018

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**From:** Liz Palazzolo <LPalazzolo@boonecountymo.org>  
**Date:** Wednesday, June 10, 2020 at 4:13 PM  
**To:** James Caldwell <JCALDWELL@GilmoreBell.com>  
**Subject:** RE: Clarification Request - Boone County RFP 04-30MAR20 Bond Counsel Services

Would the quoted hourly prices under 5.2.12 be used to invoice for continuing disclosure?

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**From:** Caldwell, James (G&B) <JCALDWELL@GilmoreBell.com>  
**Sent:** Wednesday, June 10, 2020 4:06 PM  
**To:** Liz Palazzolo <LPalazzolo@boonecountymo.org>  
**Subject:** Re: Clarification Request - Boone County RFP 04-30MAR20 Bond Counsel Services

Good afternoon Liz. Paragraph 3.2.5 addresses certain of the services that we agree to perform for the County (prepare and review preliminary official statements, official statements, and other disclosure documents necessary or appropriate to the authorization, issuance, sale or delivery of bonds and continuing disclosure. Assisting the County in meeting its obligations for continuing disclosure under SEC Rule 15c-12).

But Paragraph 3.2.5 does not address the pricing for such services which is set forth in Section 5.2 of our proposal. Sections 5.2.12.1 through 5.2.12.4 sets forth our Bond Counsel Fee including the additional fee for preparing an Official Statement (which would include a preliminary official statement, the final official statements and any other disclosure document required in connection with the issuance of a series of bonds). In the second sentence of the top

paragraph on the page labelled Section 5 – Page 22 of our proposal, we state “Our compliance services group will provide proposals for arbitrage rebate services and continuing disclosure services at the request of the County on an issue-by-issue basis” which is consistent with all issuers with whom we work. The pricing for this service can vary depending on the complexity of a bond issue—a hospital revenue bond issue would likely require more detailed disclosure than a general obligation bond issue.

I would like to point out that in the County’s RFP for Bond Counsel Services RFP#12-04APR13 released on February 27, 2013, Paragraph 5 under “B. Scope of Services” is worded substantially identical to Paragraph 3.2.5 of the 2020 RFP. And in our proposal in response to that 2013 RFP which was accepted by the County and under which we have been operating, we included the same sentence as contained in our 2020 proposal: “Our compliance services group will provide proposals for arbitrage rebate services and continuing disclosure services at the request of the County on an issue-by-issue basis.”

I hope this answers your question. I’d be happy to discuss this further if desired.

Jim Caldwell

**James G. Caldwell | Gilmore & Bell, P.C.**

2405 Grand Blvd., Suite 1100, Kansas City, MO 64108

[jcaldwell@gilmorebell.com](mailto:jcaldwell@gilmorebell.com)

Office: 816 218 7543 | Cell: 816-210-0248 | Fax: 816-221-1018

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**From:** Liz Palazzolo <[LPalazzolo@boonecountymo.org](mailto:LPalazzolo@boonecountymo.org)>

**Date:** Wednesday, June 10, 2020 at 1:47 PM

**To:** James Caldwell <[JCALDWELL@GilmoreBell.com](mailto:JCALDWELL@GilmoreBell.com)>

**Subject:** Clarification Request - Boone County RFP 04-30MAR20 Bond Counsel Services

Good afternoon James: I have a question for you regarding the proposal to Boone County for Bond Counsel Services. Please confirm that the pricing submitted already includes continuing disclosure service as referenced in RFP paragraph 3.2.5. If this is not the case please explain and describe how Gilmore & Bell would charge for continuing disclosure. Thank you

**Liz Palazzolo**

*Senior Buyer*

**Boone County Purchasing**

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201

This is an electronic mail transmission from the law firm of Gilmore & Bell, P.C. and may contain information that is privileged, confidential, and protected by the attorney-client or attorney-work product privileges. It is intended only for the addressees. If you are not an addressee, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this transmission in error, please notify us immediately via return e-mail to the sender and then delete the message or you may call the sender at telephone number 1-(800) 844-3232. Unless otherwise specifically stated herein, any U.S. federal tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.



**Proposal for Bond Counsel Services for the  
Boone County Treasurer**

**COUNTY OF BOONE – MISSOURI**



**Response to Request for Proposal  
RFP #04-30MAR20**

**MAY 29, 2020**

# GILMORE BELL

GILMORE & BELL PC  
2405 GRAND BOULEVARD, SUITE 1100  
KANSAS CITY, MISSOURI 64108-2021

816-221-1000 | 816-221-1018 FAX  
GILMOREBELL.COM

May 27, 2020

Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460

Re: Proposal to Serve as Bond Counsel for Boone County, RFP#04-30MAR20

Ladies and Gentlemen:

In response to your Request for Proposal for Bond Counsel Services, Gilmore & Bell, P.C. ("Gilmore & Bell") is pleased to submit our proposal to act as Bond Counsel for the County of Boone (the "County") in connection with the County's financings, tax issues and legal matters relating to debt issuance.

Our services as Bond Counsel will include working with the County Treasurer, County Commission, County Clerk, County Counselor and their staff on legal aspects of each proposed bond financing. In addition, when necessary and requested by the County during the normal course of bond issues, we will work with outside parties engaged by the County including financial advisors, trustees, paying agents, bond underwriters and their counsel and others in all matters relating to the County's planning, structuring and authorization of the County's financings and programs.

As Bond Counsel, we agree to perform those services described in Sections 3.1 and 3.2 of the County's Request for Proposal and in Section 3.3 regarding Special Project Work, in a timely and efficient manner.

In conjunction with performing the requested Bond Counsel services, we are prohibited under applicable federal securities law from providing, and will not provide, the County any investment advisory, financial advisory or municipal advisory services. We are not a financial advisor or a municipal advisor to the County or any other issuer or obligor.

Gilmore & Bell is a service-oriented law firm that applies a philosophy of providing quality, cost-efficient and timely services to assist our clients in the completion of successful financings that meet the goals of the participants. Gilmore & Bell has the relevant experience, expertise and personnel to uniquely enable us to assist in the successful and expeditious completion of financings. All facets of our firm and its resources are designed and dedicated to providing effective, efficient and timely representation in financial transactions.

The information requested in the Request for Proposal for Bond Counsel Services is contained in this proposal which will remain firm for a period of not less than ninety (90) days after the date specified for the return of proposals.

Please let us know if you have any questions regarding our proposal or if you need any additional information. Thank you again for the opportunity to serve the County.

Very truly yours,

**GILMORE & BELL, P.C.**

A handwritten signature in black ink that reads "James G. Caldwell". The signature is written in a cursive style with a large, prominent initial "J".

James G. Caldwell

# GILMORE BELL

## TABLE OF CONTENTS

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### **Response to Request for Proposal RFP #04-30MAR20**

**Signed Response Page from Original RFP and all signed amendments as requested in Section 4.2.1.b**

**Section 5 – Vendor Response and Pricing Page**

**Supplemental Materials:**

**Tab 1 - Bond Counsel Opinions for References pursuant to Section 5.4.2**

**Tab 2 - Bond Counsel Experience in Missouri Counties pursuant to Section 5.4.3**





## 5. VENDOR RESPONSE AND PRICING PAGES

5.1 The offeror should submit three (3) complete copies, plus one electronic copy on thumb drive, of the offeror's proposal response in a single-sealed envelope, clearly marked on the outside, left corner with the offeror's company name and return address, the Request for Proposal number and the proposal opening due date and time. In addition, the offeror shall complete the following as indicated below and submit said completed form with each copy of the proposal response.

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's company in a contract with the County.)

Company Name: Gilmore & Bell, P.C.

Address: 2405 Grand Boulevard, Suite 1100

City/State/Zip Code: Kansas City, Missouri 64108

Telephone: (816) 218-7543 Fax: 816-221-1018

Federal Tax ID (or Social Security#): 43-1611738

Contact Name and E-Mail Address to receive documents for electronic signature:

James G. Caldwell jcaldwell@gilmorebell.com

Check One: Corporation

Partnership - Name  \_\_\_\_\_

Individual Proprietorship - Individual Name

Other - Specify \_\_\_\_\_

Professional Corporation

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Proposal, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and

conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder.

Type/Print Name: James G. Caldwell Title: Shareholder

Signature:  Today's Date: May 27, 2020

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

*(Continued on next page)*



**ADDENDUM #1 to RFP#04-30MAR20**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

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**BOONE COUNTY, MISSOURI**

**Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES**

**ADDENDUM # 1 - Issued March 13, 2020**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 02-09JAN18:**

1. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. March 30, 2020

**CHANGED TO: 2:00 P.M. Central Time April 16, 2020**

Sealed proposals will be accepted until **2:00 P.M. Central Time on Thursday, April 16, 2020** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

2. Paragraph 1.2 is **REVISED** as follows:

- 1.2 **Proposal Submission Deadline:** All proposals shall be **delivered before 2:00 P.M., Central Time, on Thursday, April 16, 2020** to:

Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460

3. Paragraph 1.5 is **REVISED** as follows:

- 1.5 **Proposal Opening:** Proposals will be opened publicly at 2:00 P.M. on **Thursday, April 16, 2020** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

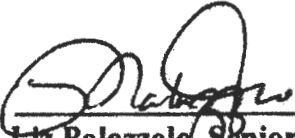
4. Paragraph 1.9 is **REVISED** as follows:

1.9 **Pre-Proposal Conference:** To assist interested firms in preparing a thorough proposal, an optional pre-proposal meeting has been scheduled for *Wednesday, April 1, 2020, at 1:30 P.M.* in the Boone County Commission Chambers located on the first floor of the Boone County Government Center, 801 E. Walnut in Columbia, Missouri. Interested offerors have the option to submit questions in advance and/or to attend the pre-proposal meeting via conference call. All questions and requests for attending via conference call must be referred to Senior Buyer Liz Palazzolo prior to the scheduled pre-proposal conference.

5. Paragraph 4.1.1(b) is **REVISED** as follows:

4.1.1(b) The proposals must be delivered no later than **2:00 P.M. on Thursday, April 16, 2020.** Proposals will not be accepted after this date and time.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages.*

By:   
Liz Palazzolo, Senior Buyer  
Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal #04-30MAR20 – **Bond Counsel Services** receipt of which is hereby acknowledged:


Company Name: Gilmore & Bell, P.C.

Address: 2405 Grand Blvd, Suite 1100

City & State: Kansas City, MO 64108

Phone Number: (816) 218-7543 Fax Number: (816) 221-1018

E-mail:  jcaldwell@gilmorebell.com

Authorized Representative Signature:  Date: 3/26/20

Authorized Representative Printed Name: James G. Caldwell



**ADDENDUM #2 to RFP#04-30MAR20**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

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**BOONE COUNTY, MISSOURI**

**Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES**

**ADDENDUM # 2 - Issued March 18, 2020**

Prospective offerors are hereby notified of the following revisions to Request for Proposal 04-30MAR20:

1. Paragraph 1.9 is **REVISED** as follows:

1.9 **Pre-Proposal Conference**: To assist interested firms in preparing a thorough proposal, an optional pre-proposal meeting has been scheduled for *Wednesday, April 1, 2020, at 1:30 P.M.* *The meeting will be conducted by teleconference only. Interested offerors have the option to submit questions in advance and/or to attend the teleconferenced pre-proposal.* All questions must be referred to Senior Buyer Liz Palazzolo *preferably* prior to the scheduled pre-proposal conference.

**Call-in Number for Teleconference:**

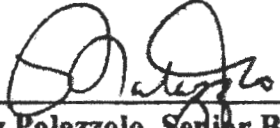
**Dial-In Number: 701-801-1211**

**Access Code: 758-401-651**

**Host Pin: 1531**

2. ***NOTE: Due to concerns about public contact and the spread of the Covid-19 novel virus, the offeror may only submit their sealed proposal by way of the USPO or courier mail. In-person proposal delivery shall not be allowed at this time. Please take this requirement into consideration as the proposal submission due date approaches. Allow enough time to post the proposal given scheduling unknowns and other timing factors the country is presently experiencing. Also please be aware that e-mailed proposals are not allowed. If more time is needed, please contact the Buyer in sufficient time to allow for a formal addendum to be issued to move the proposal submission/opening date. Regarding the public proposal opening, it is not advised that the offeror be present for the proposal opening although all results are public and will be posted on-line for public viewing shortly after the proposal opening. Go to <https://www.showmeboone.com/purchasing/bids/> to find the "Bid Tabulation" for the subject solicitation. Since this is an RFP, only the names of offerors will be made public at the time proposals are opened.***

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By:   
Liz Palazzolo, Senior Buyer  
Boone County Purchasing

The OFFEROR has examined **Addendum #2** to Request for Proposal #04-30MAR20 – **Bond Counsel Services** receipt of which is hereby acknowledged:

Company Name: Gilmore & Bell, P.C.

Address: 2405 Grand Blvd, Suite 1100

City & State: Kansas City, MO 64108

Phone Number: (816) 218-7548 Fax Number: (816) 221-1018

E-mail: jcaldwell@gilmorebell.com

Authorized Representative Signature: James G. Caldwell Date: 3/26/20

Authorized Representative Printed Name: James G. Caldwell





**ADDENDUM #3 to RFP#04-30MAR20**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Melinda Bobbitt, Director*

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

Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

**BOONE COUNTY, MISSOURI**

**Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES**

**ADDENDUM # 3 - Issued March 25, 2020**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 04-30MAR20:**

1. Due to the COVID pandemic and the County working in locked buildings, we request that Offerors submit their proposal responses by USPO (not courier, not walk-ins).

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: *Melinda Bobbitt*  
**Melinda Bobbitt, Director**  
**Boone County Purchasing**

The OFFEROR has examined Addendum #3 to Request for Proposal #04-30MAR20 – Bond Counsel Services receipt of which is hereby acknowledged:

Company Name: *Gilmore & Bell, P.C.*  
 Address: *2405 Grand Blvd, Suite 1100*  
 City & State: *Kansas City, MO 64108*  
 Phone Number: *(816) 218-7543* Fax Number: *(816) 221-4018*  
 E-mail: *jcaldwell@gilmorebell.com*  
 Authorized Representative Signature: *James G. Caldwell* Date: *3/26/20*  
 Authorized Representative Printed Name: *James G. Caldwell*



**ADDENDUM #4 to RFP#04-30MAR20**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

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**BOONE COUNTY, MISSOURI**

**Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES**

**ADDENDUM # 4 - Issued April 1, 2020**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 04-30MAR20:**

1. **PROPOSAL SUBMISSION UPDATE:** The County is allowing submission of proposals via e-mail during the COVID-19 pandemic response period. The offeror is allowed to submit their complete authorized proposal by sending it by the indicated proposal submission due date and time to:

Liz Palazzolo

[lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

The offeror should provide identification that authenticates the legitimacy of the proposal with the e-mail submission such as using company letterhead, logos, or other detail.

The offeror is cautioned that the e-mail system is not considered secured and the offeror so assumes all risk associated with submission of their proposal using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the offeror may allege as a result of submitting their proposal to the County via e-mail.

2. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. April 16, 2020

**CHANGED TO: 2:00 P.M. Central Time May 29, 2020**

Sealed proposals will be accepted until **2:00 P.M. Central Time on Friday, May 29, 2020** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

3. Paragraph 1.2 is **REVISED** as follows:

- 1.2 **Proposal Submission Deadline:** All proposals shall be **delivered before 2:00 P.M., Central Time, on Friday, May 29, 2020** to:

Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460

*OR via e-mail – see #1 above*

4. Paragraph 1.5 is **REVISED** as follows:

1.5 **Proposal Opening**: Proposals will be opened publicly at 2:00 P.M. on *Friday, May 29, 2020* but only the names of offerors will be *recorded* at the proposal opening. *The County will publish proposal opening results at this website: <https://www.showmeboone.com/purchasing/bids/>*

Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access.  
**Missouri Sunshine Laws**: Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County’s proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

5. Paragraph 4.1.1(b) is **REVISED** as follows (text also deleted):

4.1.1(b) The proposals must be delivered no later than **2:00 P.M. on Friday, May 29, 2020.**

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror’s Proposal including the *Vendor Response and Pricing Pages*.

By:   
Liz Palazzolo, Senior Buyer  
Boone County Purchasing

The OFFEROR has examined **Addendum #4** to Request for Proposal #04-30MAR20 – **Bond Counsel Services** receipt of which is hereby acknowledged:

Company Name: Eilmore & Bell, P.C.  
Address: 2405 Grand Blvd, Suite 1100  
City & State: Kansas City, MO 64108  
Phone Number: (816) 218-7593 Fax Number: (816) 221-1018

E-mail: jcaldwell@gilmorebell.com

Authorized Representative Signature: James G. Caldwell Date: 4/1/20

Authorized Representative Printed Name: James G. Caldwell

## SECTION 5: VENDOR RESPONSE AND PRICING PAGES

**Section 5.1** Required Form with Company and Contact Information: found at the beginning of this proposal after the Table of Contents page.

### Section 5.2 Pricing

Gilmore & Bell's fees for each financing type according to the following schedule:

Type	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue
5.2.1 GO Bond, New Money	\$3,000	\$3,000 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$5,800 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$17,050 + \$0.80 per \$1,000 over \$10,000,000
5.2.2 GO Bond, Refunding	\$4,500	\$4,500 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000 \$7,300 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$18,550 + \$0.80 per \$1,000 over \$10,000,000
5.2.3 NID GO Bond, New Money – First Issue (Temporary Notes)	\$3,500	\$3,500 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$14,750 + \$0.80 per \$1,000 over \$10,000,000
5.2.4 NID GO Bond, New Money – Successive Issue (Final Bonds)	\$5,500	\$5,500 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$16,750 + \$0.80 per \$1,000 over \$10,000,000
5.2.5 NID GO Bond, Refunding	\$7,000	\$7,000 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000 \$18,250 + \$0.80 per \$1,000 over \$10,000,000

Type	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue
5.2.6 Hospital Revenue Bond, New Money	\$17,500	<p>\$17,500 + \$2.50 per \$1,000 over \$1,000,000 up to \$5,000,000</p> <p>\$27,500 + \$2.00 per \$1,000 over \$5,000,000 up to \$10,000,000</p> <p>\$37,500 + \$1.00 per \$1,000 over \$10,000,000 up to \$50,000,000</p> <p>\$77,500 + \$0.75 per \$1,000 over \$50,000,000</p>
5.2.7 Hospital Revenue Bond, Refunding	\$19,000	<p>\$19,000 + \$2.50 per \$1,000 over \$1,000,000 up to \$5,000,000</p> <p>\$29,000 + \$2.00 per \$1,000 over \$5,000,000 up to \$10,000,000</p> <p>\$39,000 + \$1.00 per \$1,000 over \$10,000,000 up to \$50,000,000</p> <p>\$79,000 + \$0.75 per \$1,000 over \$50,000,000</p>
5.2.8 SO Bond, New Money	\$3,000	<p>\$3,000 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000</p> <p>\$5,800 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000</p> <p>\$17,050 + \$0.80 per \$1,000 over \$10,000,000</p>
5.2.9 SO Bond, Refunding	\$4,500	<p>\$4,500 + \$4.00 per \$1,000 over \$300,000 up to \$1,000,000</p> <p>\$7,300 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000</p> <p>\$18,550 + \$0.80 per \$1,000 over \$10,000,000</p>
5.2.10 Certificates of Participation	\$19,500	<p>\$19,500 + \$0.80 per \$1,000 over \$1,000,000 up to \$10,000,000</p> <p>\$26,700 + \$0.60 per \$1,000 over \$10,000,000 up to \$25,000,000</p> <p>\$35,700 + \$0.40 per \$1,000 over \$25,000,000</p>
5.2.11 Temporary Notes	\$3,500	<p>\$3,500 + \$1.25 per \$1,000 over \$1,000,000 up to \$10,000,000</p> <p>\$14,750 + \$0.80 per \$1,000 over \$10,000,000</p>

<b>5.2.12 SPECIAL PROJECT WORK:</b>		
Present below the offeror's firm's proposed fee structure for assigned individuals for <b>Special Project Work</b> as defined herein:		
<b>Name of Individual - with Job Classification/Title</b>	<b>Per Hour Price</b>	
Jim Caldwell, Shareholder	\$325 (County)/ \$375 (Hospital)	
Haden Crumpton, Shareholder	\$325 (County)/ \$375 (Hospital)	
Scott Waller, Shareholder (or for any other Shareholder in the firm)	\$325 (County)/ \$375 (Hospital)	
<b>EXAMPLES USING ABOVE FEE STRUCTURE</b>	<b>Bond Counsel Fee Only</b>	<b>Bond Counsel Fee with Official Statement</b>
5.2.12.1 \$20 Million Special Obligation Bonds (New Money)	\$25,050	\$32,550
5.2.12.2 \$20 million Hospital Revenue Bonds (New Money)	\$47,500	71,250
5.2.12.3 \$200,000 NID General Obligation Bonds First Issue (Temporary Notes)	\$3,500	\$8,500 <sup>1</sup>
5.2.12.4 \$200,000 NID General Obligation Bonds Successive Issue (Final Bonds)	\$5,500	\$10,500 <sup>1</sup>

<sup>1</sup> It would be extremely rare for an issuer to offer bonds in such a low principal amount utilizing an Official Statement, in reliance on exemptions to the SEC Rule requiring official statements to be prepared in connection with an offering of municipal securities.

Our services as Bond Counsel always include preparation of those portions of any offering document such as an Official Statement customarily provided by Bond Counsel, including those sections describing the bonds, the security for such bonds, a "Tax Matters" section describing the opinion of bond counsel and any required summary of the bond documents. In such case, the work associated with preparing the above-referenced portions of the Official Statement will be included in our fee listed under "Bond Counsel Fee Only" shown above.

The above fees also do not include costs of calculating arbitrage rebate for those issues subject to rebate nor do they include providing continuing disclosure services. Our compliance services group will provide proposals for arbitrage rebate services and continuing disclosure services at the request of the County on an issue-by-issue basis. In addition, the above fees do not cover industrial development revenue bonds issued by the County under Chapter 100 for the benefit of a private company. Bond Counsel fees for such bonds will be determined by agreement with the private company receiving the benefit.

**5.3. Offeror's Headquarters:** Provide a description of your firm that includes the location of the firm's headquarters and the office which will serve the County, firm ownership, the length of time your firm has been in business, the number of partners and associates, and an overview of services offered. Include if your firm is listed in Bond Buyer's Municipal Marketplace (the "Red Book"). Also provide the primary contact for the County.

**Offeror's Firm Headquarters Location:**

Gilmore & Bell, 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108

**Office that will serve the County:**

Gilmore & Bell, 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108

**Offeror's Firm Ownership:**

Gilmore & Bell is a professional corporation.

**Length of Time Offeror's Firm Has Been Business:**

41 years.

**Number of Partners:**

Gilmore & Bell has 43 partners (called "shareholders" at our firm) and one attorney who serves as Of Counsel.

**Number of Associates:**

Gilmore & Bell has 11 associates.

**Overview of Services offered:**

Gilmore & Bell serves as bond counsel and disclosure counsel in a wide variety of tax-exempt and taxable financings, providing tax and arbitrage rebate services in connection with tax-exempt financings and providing legal advisory services related to public finance. Since its inception, Gilmore & Bell has been under the same ownership and has provided legal services to all types of governmental entities, large and small, nationwide.



**REFERENCE 1:**

**(Bond Counsel and Disclosure Counsel: Jim Caldwell and Haden Crumpton)**

**Company Entity Name:** The School District of Springfield R-XII

**Contact Name:** Carol Embree, SFO

**Contact's Title:** Deputy Superintendent-Operations

**City:** Springfield **State:** Missouri

**Telephone Number and Area Code:** (417) 569-4302

**E-mail Address:** cembree@spsmail.org

**Description of Equipment/Services Furnished:** bond counsel and disclosure counsel

**Availability of Reference:** phone or email

**Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):**

(1) improving, repairing, renovating and acquiring buildings, including security improvements,

(2) constructing new buildings, and purchasing land, and (3) furnishing and equipping school buildings

**Type of issue (general obligation, advanced refunding, revenue, etc.):** general obligation school building bonds

**Size of issue and term of bonds:** \$148,000,000 (largest school district general obligation bond issue in Missouri history), maturing March 1, 2039

**Manner in which sold (competitive bid, negotiated, or private placement):** negotiated

**Date of issue:** June 4, 2019

**Use of derivative products and type of product:** n/a

**Form of Bond Counsel opinion used:** validity and tax-exempt opinion and disclosure counsel opinion (attached under Tab 1)

**The issuer name, and the name and phone number of the individual the County has permission to contact:** The School District of Springfield R-XII, Springfield, Missouri, Carol Embree, Deputy Superintendent, Operations, (417-569-4302)

In addition, the firm's attorneys provide a full range of services in connection with tax-exempt and taxable bond issues for state and local governments, assist in planning, structuring and coordinating financings, appear before public bodies and agencies, draft legislation and consult with and advise issuers and other finance professionals on a wide array of public finance matters. This breadth of experience enables the firm to provide immediate and knowledgeable advice with respect to all legal requirements of student loan backed bonds. The firm has the resources to provide uninterrupted service under any conceivable circumstances to quickly produce excellent work product in response to any request.

**Is Offeror's Firm listed in the Bond Buyer's Municipal Marketplace (Red Book):**

Yes; all of the offices of Gilmore & Bell are listed in the municipal bond attorneys section of The Bond Buyer.

**5.4 Offeror's Experience and Reliability:**

**5.4.1 Company History:** Provide a brief description of the offeror's firm business history in regard to both the Missouri and the national markets with particular emphasis on bond counsel services:

Gilmore Bell was established in 1979, and today is one of the leading public finance law firms in the United States. The firm specializes in public finance transactions, serving as bond counsel, disclosure counsel or underwriters' counsel in a wide variety of tax-exempt and taxable financings and providing tax and arbitrage rebate services in connection with tax-exempt financings. The firm also handles commercial and corporate finance transactions and securities law matters. Gilmore Bell has 55 attorneys and eight offices, located in Missouri, Kansas, Utah, Nebraska and Illinois. The firm's attorneys have varied and extensive experience in all aspects of public finance transactions, including planning, structuring and coordinating financings, drafting legal documents, appearing before public bodies and agencies, and consulting with issuers and investment bankers on a wide array of public law matters.

The firm has a national reputation in the field of tax-exempt bond financing and has one of the largest public finance practices in the country. For more than 20 years, Gilmore Bell has ranked in the top 10 nationally in the number of bond counsel opinions rendered on municipal bond issues. In 2019, the firm delivered the approving opinion on 428 long-term municipal issues aggregating \$9.02 billion in principal amount. According to published listings, the firm's 2019 rankings among bond counsel throughout the United States were as follows:

**National Bond Counsel Ranking<sup>(1)</sup>**

	<u>Nation</u>	<u>Kansas</u>	<u>Missouri</u>	<u>Utah</u>	<u>Nebraska</u>
<b>Number of Issues:</b>	3 <sup>rd</sup>	1 <sup>st</sup>	1 <sup>st</sup>	1 <sup>st</sup>	4 <sup>th</sup>
<b>Dollar Volume:</b>	10 <sup>th</sup>	1 <sup>st</sup>	1 <sup>st</sup>	1 <sup>st</sup>	1 <sup>st</sup>

<sup>(1)</sup> Source: Refinitiv.

**5.4.2 Vendor's References:**

[Beginning on following page]\_\_\_\_\_

**REFERENCE 2:**

**(Bond Counsel: Scott Waller)**

**Company Entity Name:** Phelps County Regional Medical Center, d/b/a Phelps Health

**Contact Name:** Jana M. Cook

**Contact's Title:** Vice President/Chief Financial Officer

**City:** Rolla **State:** Missouri

**Telephone Number and Area Code:** (573) 458-7916

**E-mail Address:** jcCook@phelpshealth.org

**Description of Equipment/Services Furnished:** bond counsel services

**Availability of Reference:** phone or email

**Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):**

Series 2019 Bonds – buildings and equipment

**Type of issue (general obligation, advanced refunding, revenue, etc.):** County hospital revenue bonds

**Size of issue and term of bonds:** \$20,000,000; maturing July 1, 2029

**Manner in which sold (competitive bid, negotiated, or private placement):** private placement

**Date of issue:** July 2, 2019

**Use of derivative products and type of product:** n/a

**Form of Bond Counsel opinion used:** validity and tax-exemption (attached under Tab 1)

**The issuer name, and the name and phone number of the individual the County has permission to**

**contact:** Phelps County, Missouri, Pamela K. Grow, County Clerk, (573) 458-6115

**REFERENCE 3:**

**(Bond Counsel and Disclosure Counsel: Haden Crumpton)**

**Company Entity Name:** Douglas County, Missouri

**Contact Name:** Karry Davis

**Contact's Title:** County Clerk

**City:** Ava **State:** Missouri

**Telephone Number and Area Code:** (417) 683-4714

**E-mail Address:** doclerk@yahoo.com

**Description of Equipment/Services Furnished:** bond counsel and disclosure counsel

**Availability of Reference:** phone or email

**Purpose of issue** (infrastructure improvement, building expansion, industrial development, etc.): finance the construction of a sheriff administration facility and jail

**Type of issue** (general obligation, advanced refunding, revenue, etc.): certificates of participation (real property lease financing)

**Size of issue and term of bonds:** \$5,840,000; maturing December 1, 2045

**Manner in which sold** (competitive bid, negotiated, or private placement): negotiated sale

**Date of issue:** February 7, 2019

**Use of derivative products and type of product:** n/a

**Form of Bond Counsel opinion used:** (1) validity and tax-exemption opinion; (2) supplemental opinion; and (3) disclosure counsel opinion (attached under Tab 1)

**The issuer name, and the name and phone number of the individual the County has permission to contact:** Douglas County, Missouri, Karry Davis, County Clerk, (417) 683-4714

**REFERENCE 4:**

**(Bond Counsel: Sid Douglas)**

**Company Entity Name:** Cass County, Missouri

**Contact Name:** Bob Huston

**Contact's Title:** Cass County Presiding Commissioner

**City:** Harrisonville **State:** Missouri

**Telephone Number and Area Code:** (816) 380-8160

**E-mail Address:** bhuston@casscounty.com

**Description of Equipment/Services Furnished:** bond counsel

**Availability of Reference:** phone or email

**Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):**  
currently refund various issues of the County's outstanding Certificates of Participation

**Type of issue (general obligation, advanced refunding, revenue, etc.):** current refunding lease purchase agreement

**Size of issue and term of bonds:** \$28,495,000; final rental payment due on April 29, 2035

**Manner in which sold (competitive bid, negotiated, or private placement):** private placement

**Date of issue:** March 30, 2020

**Use of derivative products and type of product:** n/a

**Form of Bond Counsel opinion used:** validity and tax-exemption opinion and defeasance opinions (attached under Tab 1)

**The issuer name, and the name and phone number of the individual the County has permission to contact:** Cass County, Missouri, Bob Huston, Presiding Commissioner, (816) 380-8160

**REFERENCE 5:**

**(Disclosure Counsel: Bill Burns)**

**Company Entity Name:** The Curators of the University of Missouri

**Contact Name:** Ann L. Toellner, CFA, CTP

**Contact's Title:** Director, Treasury

**City:** Columbia **State:** Missouri

**Telephone Number and Area Code:** (573) 882-2968

**E-mail Address:** toellnera@umsystem.edu

**Description of Equipment/Services Furnished:** disclosure counsel

**Availability of Reference:** phone or email

**Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):**  
(i) refunded certain outstanding bonds of the University, (ii) financed the acquisition, construction, furnishing and equipping of certain improvements to the System Facilities (iii) refinanced all outstanding commercial paper notes issued by the University

**Type of issue (general obligation, advanced refunding, revenue, etc.):** revenue bonds

**Size of issue and term of bonds:** \$400,000,000 (Series 2020A) maturing November 1, 2050 and \$190,200,000 (Series 2020B) maturing November 1, 2030

**Manner in which sold (competitive bid, negotiated, or private placement):** negotiated

**Date of issue:** May 5, 2020

**Use of derivative products and type of product:** n/a

**Form of Bond Counsel opinion used:** disclosure counsel (attached under Tab 1)

**The issuer name, and the name and phone number of the individual the County has permission to contact:** University of Missouri, Ann L. Toellner, (573) 882-2968

**REFERENCE 6:**

**(Bond Counsel: Jim Caldwell and Haden Crumpton)**

**Company Entity Name:** City of St. Joseph, Missouri

**Contact Name:** Clint Thompson

**Contact's Title:** Planning Community Development Director

**City:** St. Joseph **State:** Missouri

**Telephone Number and Area Code:** (816) 271-4827

**E-mail Address:** cthompson@ci.st-joseph.mo.us

**Description of Equipment/Services Furnished:** bond counsel

**Availability of Reference:** phone or email

**Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):** acquisition of personal property, and the acquisition and redevelopment of the approximately 185,000 square foot historic American Electric building, creating approximately 140 rental units and approximately 10,000 square feet of commercial space

**Type of issue (general obligation, advanced refunding, revenue, etc.):** revenue bonds (Chapter 100)

**Size of issue and term of bonds:** \$30,000,000, matures December 1, 2045

**Manner in which sold (competitive bid, negotiated, or private placement):** direct placement

**Date of issue:** December 30, 2019

**Use of derivative products and type of product:** n/a

**Form of Bond Counsel opinion used:** bond counsel (attached under Tab 1)

**The issuer name, and the name and phone number of the individual the County has permission to contact:** City of St. Joseph, Missouri, Clint Thompson, (816) 271-4827

**5.4.3. Experience Similar to Boone County:** Describe below in the available space, or attach a detailed listing, that demonstrates the offeror's expertise working with government agencies, particularly those having similar organization, size and growth patterns as the County of Boone, Missouri. Emphasize the offeror's firm's strength/expertise in any areas that the offeror believes the County should consider in its selection of a Bond Counsel:

Gilmore & Bell provides a full range of services in connection with tax-exempt and taxable financings for state and local governments including counties, cities, school districts and other governmental agencies and municipal issuers, and private for-profit and non-profit institutions, serving as bond counsel, disclosure counsel and underwriters' counsel, providing special tax services, and representation of municipalities on special matters. The firm's public finance practice extends across the nation in certain areas such as health care, housing and municipal lease financings.

Gilmore & Bell is one of the leading bond counsel firms focusing on healthcare finance, including bond issues for county hospitals. In the last five years Gilmore & Bell has served as bond counsel or underwriter's counsel for more than \$9 billion in new issuances for various health systems. In 2014 Gilmore & Bell served as bond counsel for the transaction awarded the 2014 Healthcare Finance Deal of the Year by *The Bond Buyer*.

Gilmore & Bell also provides full range of services to assist public entities with economic development matters and has established a practice group within the firm to concentrate on these areas. Attorneys practicing in this group assist public entities in the utilization of tools such as development impact fees, Tax Increment Financing, Neighborhood Improvement Districts, Transportation Development Districts, Community Improvement Districts and tax abatement. Gilmore & Bell has served as bond counsel to the County on a number of recent bond issues under Chapter 100 of the Revised Statutes of Missouri, as amended, providing property tax abatement to companies within the County. Our attorneys have considerable experience in preparing and negotiating agreements, preparing ordinances and code provisions, establishing special funding districts, structuring and completing complex financings and assisting local governments in all other matters related to the completion of development projects. By combining the firm's experience in finance transactions with these services, Gilmore & Bell is able to offer its clients the ability to complete these transactions in a seamless and efficient way. In addition, having the finance and federal tax expertise of the firm available from the earliest stages helps structure transactions in a way that maximizes tax-exempt financing while providing maximum security for the local government.

Attached as Tab 2 is a representative list of bond and lease-purchase financings where the issuer was either a Missouri county or it issued bonds for the benefit of the county or a county hospital for which attorneys of Gilmore & Bell have served as bond counsel since 2013.

## **5.5 Personnel Expertise Summary:**

The following is a checklist of supplementary information the offeror should include in their proposal pertaining to the expertise of personnel proposed to provide Bond Counsel services for the County.

**5.5.1.** Work biographies/resumes of the individuals who will be assigned to the engagement, relevant education, special training, and experience of each in local governments and hospital bond transactions. Include at least one principal in this list.



**James G. Caldwell** is a shareholder of the firm in the Kansas City office. Mr. Caldwell has practiced law primarily as a municipal bond attorney since 1986. Mr. Caldwell is a member of the Missouri Bar Association. Mr. Caldwell received his B.S. from Southwest Missouri State University in 1973, his M.A. from the University of Missouri-Columbia in 1977, and his J.D. (with distinction) from the University of Missouri-Kansas City in 1986. While in law school he was a member of The Order of Barristers. During his career, Mr. Caldwell has served as bond counsel on jail/justice center and courthouse financings for numerous Missouri counties and hospital revenue bond financings for the County of Boone.

**Haden R. Crumpton** is a shareholder of the firm in the Kansas City office. Mr. Crumpton was admitted to the Missouri Bar in 2013 and the Kansas Bar in 2014 and has been in the public finance practice since joining the firm in 2013. He received his B.S.B.A. degree in Finance and Banking (summa cum laude) from the University of Missouri, Columbia, in 2010 and his J.D. from the University of Missouri School of Law in 2013, where he served as an Associate Editor of the *Missouri Law Review*. Mr. Crumpton is a member of the Missouri Bar Association. During his career, Mr. Crumpton has served as bond counsel on a wide-variety of financings for numerous governmental issuers across Missouri, including financings for several Missouri counties.

**Scott P. Waller** is a shareholder of the firm in the Kansas City office. Mr. Waller's practice since joining the firm in 2007 has focused nearly exclusively on financings for public and private nonprofit health care, higher education and other nonprofit institutions. Mr. Waller is a member of the Missouri Bar and the Kansas Bar. Mr. Waller received his Bachelor of Science in Business Administration (Finance and Banking) with an Economics minor from the University of Missouri-Columbia in 2004 (summa cum laude) and his Juris Doctor degree from the University of Missouri-Columbia in 2007, where he was a member of the Missouri Law Review and the Order of the Coif (top 10%). Mr. Waller coordinates Gilmore & Bell's healthcare/nonprofit/501(c)(3) practice group.

**E. Sid Douglas, III** is a shareholder of the firm in the Kansas City office. Mr. Douglas has been in the public finance practice since joining the firm in 1989. Mr. Douglas specializes in the area of tax-exempt bond financing for state and local governments, hospitals, colleges and other private institutions and has served as bond counsel and underwriter's counsel on a wide variety of tax-exempt financings. Mr. Douglas is a member of the Missouri Bar Association and Missouri Municipal Attorneys Association. Mr. Douglas received his B.S.B.A. (cum laude) in 1980 and his J.D. (cum laude) in 1983 from the University of Missouri-Columbia. While in law school he was a staff member of the *Missouri Law Review* and a member of the Order of the Coif.

**James K. Dummitt** is a shareholder of the firm in the Kansas City office. Mr. Dummitt was admitted to the California Bar in 2007 and the Missouri Bar in 2009. He is a member of the National Association of Bond Lawyers. Mr. Dummitt received his Bachelor of Arts (History) from the University of California, Los Angeles in 2003 and his J.D. (cum laude) from the Pepperdine University School of Law in 2007. He completed his LLM in Taxation from the New York University School of Law in 2008.

**William D. Burns** is a shareholder of the firm in the Kansas City office. Mr. Burns represents issuers, underwriters and other parties to public finance transactions, with a focus on health care and higher education financings, and advises clients on securities law and disclosure issues in public finance as a member of the firm's Securities Group. He received his B.S. in Political

Science and Journalism (cum laude) from Northwest Missouri State University in 2006 and his J.D. (cum laude) from Washington University School of Law in 2009. Mr. Burns is a member of the Missouri Bar Association and the National Association of Bond Lawyers.

**5.5.2** Specifically list individuals in the firm who will serve as bond counsel, tax counsel, and disclosure counsel, and describe anticipated division of duties among partners, associates, and paralegals. If any additional lawyers with the offeror's firm may be available for consultation, identify them and their specialized expertise.

The Gilmore & Bell shareholders who will serve as Bond Counsel for County transactions will be Jim Caldwell, Haden Crumpton and Scott Waller. However, we believe it is in the best interests of the County to be able to draw upon the expertise of other Gilmore & Bell attorneys. One such shareholder is Sid Douglas whose practice includes governmental and county hospital revenue bond financings

The shareholder who will assume primary responsibility for federal tax law matters will be James Dummitt. The shareholder who will be available for consultation on federal securities law matters and who would assume lead responsibility as Disclosure Counsel will be Bill Burns.

We do not presently anticipate utilizing any associate attorneys to provide legal services to the County. We utilize legal practice assistants in our practice to coordinate documents for delivery through overnight and regular mail services or email, obtaining signatures for various documents, assembling of documents and transcripts for bond attorneys to review, forwarding any necessary documentation to Federal and State entities and assembling final transcripts for distribution after a financing has closed.

**5.5.3 Name, address, phone number, fax number and email address of the firm's lead attorney for this engagement.**

**Lead Attorney:**

Name: James G. Caldwell  
Address: Gilmore & Bell, 2405 Grand Boulevard, Ste. 1100, Kansas City, Missouri 64108  
Phone: (816) 218-7543  
Mobile: (816) 210-0248  
Fax: (816) 221-1018  
Email: [jcaldwell@gilmorebell.com](mailto:jcaldwell@gilmorebell.com)

Please be aware that Mr. Caldwell has plans to retire as of January 1, 2022. Effective that date, the lead attorney will be as follows:

Name: Haden R. Crumpton  
Address: Gilmore & Bell, 2405 Grand Boulevard, Ste. 1100, Kansas City, Missouri 64108  
Phone: (816) 218-7592  
Mobile: (573) 881-1470  
Fax: (816) 221-1018  
Email: [hcrumpton@gilmorebell.com](mailto:hcrumpton@gilmorebell.com)

Mr. Waller, coordinating with the lead attorney, will serve as primary responsible attorney for hospital financing matters.

**5.5.4.** Submit a statement referencing that those individuals assigned to represent the County in bond matters are in good standing with the Missouri Bar.

The attorneys assigned to represent the County in bond matters are all registered in the State of Missouri.

**5.5.5.** If different than the lead attorney identified above, the offeror should identify the primary contact at the vendor's firm who will perform as a single point of contact for the County regarding provision of Bond Counsel Services:

**Primary County Contact:** Lead attorney listed above.

**5.6. On-Going Knowledge Acquisition:** Describe how the offeror's firm will assure that it is aware on a continuing basis of current information that may affect the financial, legal, federal and state legislation, or regulatory factors that may impact the County. Describe how this will be communicated to the County, and include any related training offered by your firm:

Gilmore & Bell includes membership in the National Association of Bond Lawyers (NABL) for various attorneys, and various attorneys attend one or more NABL sponsored Continuing Legal Education (CLE) conferences each year. Customarily, the firm has updates on key developments in municipal bond and securities practice (including information learned at NABL conferences) at regular firm meetings. Additionally, the firm has periodic in-house CLEs, with particular emphasis on public finance, tax aspects of public finance, securities aspects of public finance, government lease financing, and conflicts of interest and other ethics issues relating to public finance.

Gilmore & Bell's post-issuance compliance services are designed to help municipal issuers, other borrowers and trustees comply with the federal income tax and securities law continuing disclosure requirements *after* the bonds are issued. The firm has a staff of thirteen financial analysts, paralegals and administrative staff dedicated to delivering this assistance to issuers after the bond issue closes. These individuals work under the supervision of lawyers in the firm's tax and securities departments to provide advice and assistance tailored to each client's needs. Meghan McKernan, a shareholder of the Firm, is responsible for delivery of post-issuance compliance engagements and the delivery of services to our clients.

The County's post issuance tax and securities disclosure obligations will be discussed and documented as part of each bond counsel engagement. After closing, Gilmore & Bell can provide assistance and support to meet the issuer's specific needs as part of a separate engagement. This work can be limited to one or more bond issues, or can encompass all of the County's outstanding tax-exempt debt. Compliance services are generally provided on a fixed-fee basis so that the issuer is able to budget for the ongoing cost of these services.

The Firm provides post-issuance services in four specific areas (1) arbitrage investment and rebate compliance, (2) final accounting and use of bond financed assets, (3) annual and special continuing disclosure filings, and (4) special IRS audit representation. The following specific services are offered:

- Draft and/or update post-issuance compliance procedures;
- Complete arbitrage computations;

- Assist with record-keeping, including completion of a summary of expenditures and financed assets;
- Create a post-issuance tracking system for all outstanding debt obligations;
- Draft and file annual reports with the MSRB via EMMA;
- Assist in annual compliance checklists;
- Voluntary Compliance Agreement Requests to the IRS;
- Respond to IRS Questionnaires or IRS Examinations;
- Review leases, management/operating agreements, research contracts or other agreements entered into for use of bond financed assets;
- Assist with preparation of IRS Form 990, Schedule K for 501(c)(3) borrowers;
- Present in-house compliance training sessions; and
- Prepare IRS Form 8038-CP in order to assist borrowers with receipt of interest subsidy payments.

Gilmore & Bell is committed to acquiring and maintaining state-of-the-art office machinery and equipment necessary to respond quickly to the requirements of complex financings. This equipment is used in document production, data compilation and complex calculations to permit financial analysis of transactions. There are three in-house specialists that structure and maintain Gilmore & Bell's information technology network. In addition, Gilmore & Bell has created and maintains a web page on the Internet ([www.gilmorebell.com](http://www.gilmorebell.com)), which provides links to useful websites relating to public finance, including lists of securities depositories, Bloomberg bond markets quotes, and MSRB, IRS and SEC websites. This web site and network infrastructure equipment for each Gilmore & Bell office permit instantaneous communication and transfer of information and documentation between attorneys within an office and other offices of Gilmore & Bell, and also permit routine distribution and receipt of financing documents and other data. This dissemination of documentation has reduced photocopy and distribution costs for our clients.

**5.7. Debt Compliance:** Describe how the offeror's firm will ensure debt issuance and outstanding debt compliance with all applicable statutes, laws, and regulations during the length of the contract:

Gilmore & Bell is an associate member of a number of organizations including the Missouri Association of Counties that keep track of state and federal legislation and other legal developments impacting counties and other issuers. In addition, we subscribe to services which provide updates to changes in applicable statutes and regulations.

Gilmore & Bell is well prepared to assist the County in following basic post-issuance bond compliance procedures that are designed to meet the Internal Revenue Code and Securities and Exchange Commission continuing disclosure rules applicable to bond issues.

It is the responsibility of bond counsel to provide an unqualified bond counsel opinion addressing the validity of the County's bonds and other obligations and the tax-exempt status of interest on those obligations. Our procedures are substantial at the front-end of a bond issue, when we work closely with the appropriate County officials in documenting compliance with the applicable tax and SEC rules for a new bond issue. Likewise, as bond counsel, our validity opinion has implicit in it the legal conclusion that the County's bond documents meet all applicable state laws. We use both tax and securities checklists, questionnaires and due diligence document requests to assist us in providing the required opinions and to assist the County in meeting its disclosure and tax-exempt bond related obligations.

Issuers such as the County are responsible for meeting their post-issuance compliance obligations. As noted above, we are well-suited to assist the County in that regard, and have already taken steps to formalize processes that have been in place with the County and Gilmore & Bell as bond counsel for many years.

In March 2012, we prepared and the County approved the County's Tax and Securities Law Compliance Procedures, which are comprehensive written procedures related to post-issuance compliance for all bond issues.

If the County requests our assistance beyond the duties noted above, such services would be covered under the terms of a separate services agreement between the County and our firm.

If there are any changes in statutes, laws, and regulations that occur after bonds or other obligations are issued that could alter the County's obligations under the bond documents into order to comply with such changes, our practice is to notify our clients of such changes. We send regular Client Alerts to all our Missouri governmental issuers regarding a wide range of tax-exempt bond topics.

**5.8. Federal Tax Law:** The offeror in the space below should address the following inquiries regarding federal tax law:

- a. Has the firm ever represented a government agency on a random audit by the IRS? If so, what was the outcome?

Gilmore & Bell regularly assists issuers in responding to tax audits and other similar administrative inquiries by the IRS related to tax-exempt or tax-advantaged bonds (such as Build America Bonds). While we do not keep track of the number of engagements initiated or completed each year, we believe we have represented issuers in over 100 tax audits. We currently have approximately 10 open examinations. Generally, we were the bond counsel or special tax counsel on the bonds or debt that is the subject of all of these audit examinations. None of the audits have involved Code Section 6700 penalties or proposed Section 6700 penalties against the Firm or its lawyers, or to our knowledge, against the issuer. It is possible that other parties (underwriters, banks and other investment providers or brokers) faced Section 6700 administrative proceedings as part of the publicized examinations (civil and criminal) that ultimately lead to global settlements with the IRS, the SEC and/or the Comptroller of the Currency for investments purchased for a bond issue where we gave an approving opinion; but we are unaware of the outcome against these individuals and we did not represent the issuer or any other party any proceeding of this type.

During the past five years we have worked with a municipality and a conduit borrower in connection with the negotiation of a closing agreement with the IRS in order to preserve the tax-exempt status of interest on a small issuer private activity bond. The potential loss of tax-exempt status was threatened based on alleged non-compliance by the borrower with a tax rule and tax compliance agreement covenant relating to timely expenditure of bond proceeds. The amount required to settle the violation and protect the tax-exempt status of the bonds was paid by the conduit borrower. With this exception, in the past five years all other IRS audits have closed without any change to the tax-exempt status of interest on the bonds. There is no administrative assessment or proposed assessment with respect to any of the pending audit examinations.

Additional information requested regarding these IRS audits is privileged information for the bond issuer or borrower, and may not be disclosed to the County or any other person by Gilmore & Bell without prior consent of such party.

We believe that the Firm's experience over the past 15 years representing our issuer clients in audits and related IRS inquiries has provided our tax lawyers with valuable practical experience regarding issues of concern to the IRS, and ultimately has made us better able to advise our clients on how best to satisfy their ongoing tax compliance responsibilities.

- b. Has a federal tax opinion delivered by the offeror's firm during the past ten (10) years been invalidated or overturned?

No. The firm has issued over 7,800 bond counsel opinions during this ten-year period.

- c. Describe any financing for which the offeror's firm or lawyers proposed to be assigned to the County's work have rendered any opinion which has resulted in the loss of tax exemptions on bonds issued by clients.

None. The firm has issued over 7,800 bond counsel opinions during this ten-year period.

**5.9. Professional Liability Insurance:** Describe the type and amount of professional liability insurance the offeror's firm carries.

Gilmore & Bell, P.C., has a professional liability policy with Aspen Specialty Insurance Company and Evanston Insurance Company, with limits of \$10,000,000 per claim and \$20,000,000 in the aggregate. The policy does not contain any exceptions for securities law matters.

Our professional liability insurance policy does not have any exclusions that relate to our services as bond counsel to the County. We do not have a separate securities law endorsement, as our base policy covers all securities-related legal services provided by the firm.

**5.10. Regulatory Violations:** Provide a statement of assurance that the offeror's firm is not currently in violation of any regulatory agency rule or, if in violation, provide an explanation as to why the violations would not have material adverse impact on the offeror's firm's ability to perform as Bond Counsel for the County of Boone, Missouri:

Gilmore & Bell is not and has never been in violation of any regulatory agency rule.

**5.11. Complaint/Dispute Resolution:** Describe the process to resolve complaints or disputes between Bond Counsel and the County.

Gilmore & Bell makes every effort to avoid, and has rarely had, complaints or disputes with its numerous governmental issuer clients. If a dispute were to occur, we would work with the client through informal dialogues and problem resolution discussions to reach a resolution that would leave our client and its constituents feeling well-served.

**5.12. Review:** Describe how Bond Counsel should be evaluated after a financing.

We would suggest a post-closing evaluation based on (i) bond counsel's assistance in reaching the non-financial goals of the County that were articulated during the financing (e.g. timing goals to complete the financing), (ii) bond counsel's demonstrated ability (or lack of ability) to resolve any complex legal issues (including tax issues) that may have arisen during the course of the financing, and (iii) bond counsel's demonstrated ability (or lack of ability) to work effectively with all parties in the financing, including the County, the underwriter, underwriter's counsel and any financial advisor(s) to the County.

**5.13. Conflicts of Interest:** Identify any material litigations, administrative proceedings or investigations in which the firm is currently involved, or which may be threatened. Please indicate the current status or disposition of such litigation, administrative proceedings or investigations. **Attach this response, and the response to the items below, in a listing labeled "Client Representation Listing."** At a minimum, a conflict of interest includes conflicts described in the Rules of Professional Conduct. Furthermore, under a prospective contract, a conflict of interest will be deemed to exist whenever the Bond Counsel:

- a. in any manner, directly or indirectly, participates in or benefits from a debt issuance transaction upon which Bond Counsel has provided or is providing advice, except for the payments from the County under a contract with the County;
- b. provides advice or participates in any transaction that is, or would appear to a reasonable person to be, in conflict or incompatible with the proper duties of Bond Counsel as provided in a contract with the County, or which would affect, or would appear to a reasonable person to affect, the independent judgment of Bond Counsel;
- c. acts as underwriter's counsel for, or in any other capacity becomes involved with, any County-sponsored debt during the term of a contract with the County without express advance written approval of the County Treasurer and County Counselor.

**Client Representation Listing**

None.

Gilmore & Bell does not have any known conflicts of interest in representing the County. Furthermore, it is unlikely that any conflicts of interest will occur because Gilmore & Bell's practice is devoted almost exclusively to governmental entities and the limited nature of our municipal securities practice reduces the likelihood that Gilmore & Bell would have client relationships with non-governmental entities that give rise to the conflict of interest situations that would disqualify Gilmore & Bell from serving the County as bond counsel.

However, due to the large number of State agencies and other municipal entities that Gilmore & Bell represents, potentially the County could enter into some type of cooperation agreement with such entity to finance a joint project or facility. In such case, disclosure of such representation would be made to the County and such entity. In no event would Gilmore & Bell represent any client interest that would be adverse to the interests of the County in a financing in which Gilmore & Bell serves as bond counsel. In addition, Gilmore & Bell may have served as counsel to the investment banking firm that will serve as

underwriter for a future County financing. It is Gilmore & Bell's policy not to serve in such capacity on an engagement for which Gilmore & Bell is serving as bond counsel.

If selected as Bond Counsel to the County, we will accept the sanctions outlined in the Request for Proposal for breaches of conflicts of interest.



*(The offeror should complete and return with the proposal)*

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

James G. Caldwell, Shareholder

Name and Title of Authorized Representative

James G. Caldwell  
Signature

5/27/20  
Date

*(The offeror should complete and return with the proposal)*

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

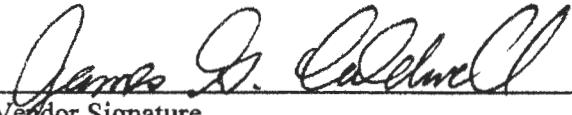
The undersigned certifies, to the best of his or her knowledge and belief, that:

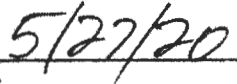
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

  
\_\_\_\_\_  
Vendor Signature

  
\_\_\_\_\_  
Date



Liz Palazzolo  
Senior Buyer



**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201  
**Phone: (573) 886-4392**  
**Fax: (573) 886-4390**

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## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<https://www.e-verify.gov/>

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

<https://www.e-verify.gov/employers>

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



Company ID Number: 238647

**Approved by:**

<b>Employer</b> Gilmore & Bell, P.C.	
Name (Please Type or Print) Maleea Vater	Title
Signature Electronically Signed	Date 08/18/2009
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/18/2009



Company ID Number: 238647

### Information Required for the E-Verify Program

**Information relating to your Company:**

Company Name	Gilmore & Bell, P.C.
Company Facility Address	2405 Grand Blvd. Suite 1100 Kansas City, MO 64108
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	431611738
North American Industry Classification Systems Code	541
Parent Company	Gilmore & Bell, P.C.
Number of Employees	100 to 499
Number of Sites Verified for	5



Company ID Number: 238647

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

KANSAS	1 site(s)
MISSOURI	2 site(s)
NEBRASKA	1 site(s)
UTAH	1 site(s)



Company ID Number: 238647

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Maleea Vater  
Phone Number (816) 218 - 7569  
Fax Number (816) 221 - 1018  
Email Address mvater@gilmorebell.com

Name Maleea Vater  
Phone Number (816) 218 - 7569  
Fax Number (816) 221 - 1018  
Email Address mvater@gilmorebell.com

Name Jan M Hain  
Phone Number (816) 218 - 7510  
Fax Number  
Email Address jhain@gilmorebell.com



**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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 .
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re- submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process , as law exempts the County from them .
7. The delivery date shall be stated in definite terms , as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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 .
12. .No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms . The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.

19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.

20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

*Revised 1/17/18*

*End of Document*

**SUPPLEMENTAL MATERIAL**

**Tab 1**

**Bond Counsel Opinions for References  
pursuant to Section 5.4.2**

- Reference 1**     The School District of Springfield R-XII, Springfield, Missouri  
\$148,000,000 The School District of Springfield R-XII, General Obligation School  
Building Bonds, Series 2019
- Reference 2 -**   Phelps County, Missouri  
\$20,000,000 Phelps County, Missouri, Hospital Revenue Bonds (Phelps Health),  
Series 2019
- Reference 3 -**   Douglas County, Missouri  
\$5,840,000 Certificates of Participation (Douglas County Law Enforcement Facility  
Project), Series 2019, evidencing proportionate interests of the owners thereof in Basic  
Rent Payments to be made by Douglas County, Missouri
- Reference 4 –**   Cass County, Missouri  
\$28,495,000 Lease Purchase Agreement dated as of March 30, 2020 (the “Lease”),  
between Key Government Finance, Inc. (“KGF”), as lessor, Cass County, Missouri  
(the “County”), as lessee
- Reference 5 -**   The Curators of the University of Missouri  
\$400,000,000 Taxable System Facilities Revenue Bonds, Series 2020A and  
\$190,000,000 System Facilities Revenue Bonds, Series 2020B
- Reference 6 -**   City of St. Joseph, Missouri  
\$30,000,000  
(Aggregate Maximum Principal Amount)  
City of St. Joseph, Missouri  
Taxable Industrial Development Revenue Bonds (American Electric Lofts Project)  
Series 2019



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June 4, 2019

The School District of Springfield R-XII  
Springfield, Missouri

George K. Baum & Company  
Kansas City, Missouri

**Re: \$148,000,000 The School District of Springfield R-XII, General Obligation School Building Bonds, Series 2019**

Ladies and Gentlemen:

We have acted as bond counsel to The School District of Springfield R-XII (the “**District**”) in connection with the issuance of \$148,000,000 principal amount of General Obligation School Building Bonds, Series 2019 (the “**Bonds**”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the District and are valid and legally binding general obligations of the District. The Bonds payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the District.

2. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the District complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The District has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of

the Code. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

*Gilmore & Bell, P.C.*



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June 4, 2019

George K. Baum & Company  
Kansas City, Missouri

**Re: \$148,000,000 The School District of Springfield R-XII, General Obligation School Building Bonds, Series 2019**

Ladies and Gentlemen:

We have acted as disclosure counsel to The School District of Springfield R-XII (the “**District**”), pursuant to the terms of the resolution adopted by the Board of Education of the District on May 21, 2019 (the “**Resolution**”). Capitalized terms used herein and not otherwise defined herein have the meanings assigned in the Resolution. This letter supplements our approving legal opinion of even date herewith relating to the Bonds.

In providing the statement of belief set forth in the following paragraph, reference is made to the final Official Statement dated May 21, 2019, related to the Bonds (the “**Official Statement**”). As disclosure counsel, we reviewed the information contained in the Official Statement and certain other documents and have participated in conferences in which the contents of the Official Statement and other matters were discussed. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Official Statement, and we have not undertaken to verify independently any of such factual matters.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and we make no representation that we have undertaken to independently verify the accuracy, completeness or fairness of such statements. The activities performed by us described above were inherently limited and do not encompass all activities that District may be responsible for undertaking in preparing the Official Statement. Such activities relied substantially on representations, warranties certifications and opinions made by District representatives and others, and are otherwise subject to the matters set forth in this letter. In addition, while statements of negative assurance are customarily given to underwriters of municipal securities to assist them with their responsibilities under federal securities laws, the responsibilities of the District under those laws may differ from those of underwriters in material respects, and this letter may not serve the same purpose or provide the same utility to the District as it would to an underwriter of the Bonds.

Subject to the foregoing, and on the basis of the information we gained in the course of performing the services referred to above, nothing has come to our attention which leads us to believe that the Official Statement, as of its date and as of the date hereof, contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. We express no view, however, as to (i) the Accountant’s Report and Audited Financial Statements included in **Appendix B** to the Official Statement,

June 4, 2019

(ii) any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinions included in the Official Statement or any Appendix thereto, or (iv) information concerning The Depository Trust Company and the book-entry system for the Bonds included in *Appendix D* to the Official Statement.

The views expressed herein are limited to the federal laws of the United States and the laws of the State of Missouri.

This letter is furnished solely for the benefit of the addressees listed above and may not be used or relied on by any third party for any purpose without our prior written approval in each instance.

The views expressed herein are as of the date hereof, and we assume no obligation to revise or supplement this letter to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this letter.

Very truly yours,

*Gilmore & Bell, P.C.*



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July 2, 2019

County Commission of Phelps County, Missouri  
Rolla, Missouri

UMB Bank, N.A.,  
as Trustee  
St. Louis, Missouri

Board of Trustees of Phelps County Hospital  
d/b/a Phelps Health  
Rolla, Missouri

Clayton Holdings, LLC  
St. Louis, Missouri

Re: \$20,000,000 Phelps County, Missouri, Hospital Revenue Bonds (Phelps Health),  
Series 2019

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Phelps County, Missouri (the "County"), of the above-captioned bonds (the "Bonds"). The Bonds have been authorized and issued pursuant to Sections 205.160 *et seq.* of the Revised Statutes of Missouri, as amended (the "County Hospital Law"), a Resolution duly adopted by the Board of Trustees (the "Board of Trustees") of Phelps County Hospital d/b/a Phelps Health (the "Medical Center"), a Resolution duly adopted by the County Commission of the County, and an Indenture of Trust dated as of September 1, 2003, as previously amended and supplemented and as further amended and supplemented by a Supplemental Indenture of Trust No. 6 dated as of July 1, 2019 (as so amended and supplemented, the "Indenture"), each among the County, the Board of Trustees and UMB Bank, N.A., as successor trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the County and the Board of Trustees contained in the Indenture and the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The County is a county of the third class and political subdivision duly organized and existing under the laws of the State of Missouri, and has full power and authority to enter into, execute and deliver the Indenture, to issue, sell and deliver the Bonds and to apply the proceeds thereof for the purposes described in the Indenture. The Board of Trustees is duly constituted, appointed and established



pursuant to the County Hospital Law to manage and operate the Medical Center on behalf of the County, and has full power and authority to enter into, execute and deliver the Indenture.

2. The Bonds have been duly authorized, executed and delivered by the County and are valid and legally binding special obligations of the County, payable solely from the net income and revenues arising from the operation of the Medical Center (including the Series 2019 Project) after providing for the costs of operation and maintenance thereof, and from other funds held by the Trustee and pledged under the Indenture. Neither the general credit nor the taxing power of the County is pledged to the payment of the Bonds either as to principal, premium, if any, or interest. The Bonds do not constitute a general obligation of the County, nor do they constitute an indebtedness of the County within the meaning of any constitutional or statutory provision, limitation or restriction, but are payable solely from the funds pledged to the payment of the Bonds under the Indenture.

3. The Supplemental Indenture of Trust No. 6 has been duly authorized, executed and delivered by the County and the Board of Trustees and is a valid and legally binding agreement of the County and the Board of Trustees, enforceable against the County and the Board of Trustees.

4. The interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Board of Trustees and the County comply with all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Board of Trustees and the County have covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

5. The interest on the Bonds is exempt from income taxation by the State of Missouri.

The rights of the holders of the Bonds and the enforceability of the Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

*Gilmore & Bell, P.C.*



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July 2, 2019

County Commission of Phelps County, Missouri  
Rolla, Missouri

UMB Bank, N.A.,  
as Trustee  
St. Louis, Missouri

Board of Trustees of Phelps County Hospital  
d/b/a Phelps Health  
Rolla, Missouri

Clayton Holdings, LLC  
St. Louis, Missouri

Re: \$20,000,000 Phelps County, Missouri, Hospital Revenue Bonds (Phelps Health),  
Series 2019

Ladies and Gentlemen:

This opinion supplements our approving legal opinion of even date herewith relating to the above-captioned bonds (the "Bonds"), issued by Phelps County, Missouri (the "County"), pursuant to an Indenture of Trust dated as of September 1, 2003, as previously amended and supplemented and as further amended and supplemented by a Supplemental Indenture of Trust No. 6 dated as of July 1, 2019 (as so amended and supplemented, the "Indenture"), each among the County, the Board of Trustees of Phelps County Hospital d/b/a Phelps Health (the "Board of Trustees"), and UMB Bank, N.A., as successor trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion we have relied upon representations of the County and the Board of Trustees contained in the Indenture and the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Supplemental Indenture of Trust No. 6 is exempt from qualification under the Trust Indenture Act of 1939, as amended.

2. Pursuant to the County Hospital Law, the payment of the Bonds is secured under the Indenture by a pledge and assignment to the Trustee of, and a grant of a security interest to the Trustee in, all net income and revenues arising from the operation of the Medical Center (including the Series 2019

July 2, 2019

Project), after providing for the costs of operation and maintenance thereof, and all other income made available to the County and the Board of Trustees with respect to the Medical Center other than from proceeds of taxation, and all other moneys, securities and property held by the Trustee under the Indenture. The Indenture creates a valid first lien, subject to Permitted Encumbrances as provided in the Indenture, on said net income and revenues and other moneys, securities and property held by the Trustee under the Indenture for the equal security and benefit of the owners of the Bonds on a parity with Additional Bonds presently outstanding or hereafter issued under the Indenture.

This opinion is delivered to you for your use only and may not be used or relied upon by, or published or communicated to, any third party for any purpose whatsoever without our prior written approval in each instance.

Very truly yours,

*Gilmore + Bell, P.C.*



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February 7, 2019

Douglas County Commission  
Ava, Missouri

BOKF, N.A, as Trustee  
Kansas City, Missouri

Piper Jaffray & Co.  
Leawood, Kansas

Re: \$5,840,000 Certificates of Participation (Douglas County Law Enforcement Facility Project), Series 2019, evidencing proportionate interests of the owners thereof in Basic Rent Payments to be made by Douglas County, Missouri

Ladies and Gentlemen:

We have acted as Special Counsel to Douglas County, Missouri (the "**County**"), in connection with a transaction involving the above-referenced Series 2019 Certificates, evidencing proportionate interests of the owners thereof in Basic Rent Payments to be made by the County under a Lease Purchase Agreement dated as of February 1, 2019 (the "**Lease**"), between BOKF, N.A., a national banking association, as lessor and trustee (the "**Trustee**"), and the County, as lessee. Capitalized terms used herein and not otherwise defined herein will have the meanings assigned to such terms in the Lease.

We have examined (a) the Lease, (b) the Base Lease dated as of February 1, 2019, between the County, as lessor, and the Trustee, as lessee (the "**Base Lease**"), (c) the Declaration of Trust dated as of February 1, 2019, made and delivered by the Trustee (the "**Declaration of Trust**"), (d) the Tax Compliance Agreement, (e) certifications of officers and officials of the County and others and (f) the form of the Series 2019 Certificates. In addition, we have reviewed and considered the Internal Revenue Code of 1986, as amended (the "**Code**"), and the applicable regulations thereunder promulgated by the United States Treasury Department.

In rendering the opinions set forth herein, we have assumed without undertaking to verify the same by independent investigation, (a) as to questions of fact, the accuracy of all representations of the Trustee and the County set forth in the Base Lease, the Lease, the Declaration of Trust, the Tax Compliance Agreement and all certificates of officials of the Trustee, the County and others examined by us, and (b) the conformity to original documents of all documents submitted to us as copies and the authenticity of such original documents and all documents submitted to us as originals.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Declaration of Trust has been approved by the County, and the Lease, the Base Lease and the Tax Compliance Agreement have been duly authorized, executed and delivered by the County and constitute legal, valid and binding agreements of the County, enforceable in accordance with

Piper Jaffray & Co.  
February 7, 2019  
Page 2

their terms, except that the Lease is enforceable only during each fiscal year for which sufficient funds have been appropriated.

2. The Series 2019 Certificates have been duly authorized, executed and delivered in accordance with the Declaration of Trust, are entitled to the benefits and security of the Declaration of Trust and evidence interests in the right to receive Basic Rent Payments under the Lease, which right to receive Basic Rent Payments is enforceable against the County in accordance with the terms of the Series 2019 Certificates, the Declaration of Trust and the Lease.

3. The Interest Portion of each Basic Rent Payment represented by the Series 2019 Certificates (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the County comply with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Lease and the Series 2019 Certificates in order that the Interest Portions of Basic Rent Payments represented by the Series 2019 Certificates be, or continue to be, excluded from gross income for federal income tax purposes. The County has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such Interest Portions of Basic Rent Payments in gross income for federal and Missouri income tax purposes retroactive to the date of execution and delivery of the Lease and the Series 2019 Certificates. The County's obligation to pay Basic Rent Payments under the Lease is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

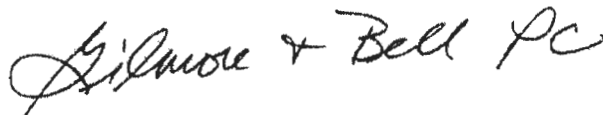
We express no opinion regarding (a) other federal or Missouri tax consequences arising with respect to the Basic Rent or the Series 2019 Certificates, (b) the treatment for federal or Missouri income tax purposes of any money received by registered owners of the Series 2019 Certificates following an Event of Nonappropriation or an Event of Default, other than Basic Rent Payments made by the County pursuant to the Lease, (c) the title to or the description of the property subject to the Lease or (d) the accuracy, completeness or sufficiency of the Official Statement or other offering material related to the Series 2019 Certificates (except to the extent, if any, stated in the Official Statement).

The rights of the owners of the Series 2019 Certificates and the enforceability of the Series 2019 Certificates, the Declaration of Trust, the Base Lease, the Lease and the Tax Compliance Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

TIS:gbr



  
GILMORE BELL



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February 7, 2019

Douglas County, Missouri  
Ava, Missouri

BOKF, N.A.  
St. Louis, Missouri, as Trustee

Piper Jaffray & Co.  
Leawood, Kansas

Re: \$5,840,000 Certificates of Participation, (Douglas County Law Enforcement Facility Project), Series 2019, evidencing proportionate interests of the owners thereof in Basic Rent Payments to be made by Douglas County, Missouri (the **"Series 2019 Certificates"**)

Ladies and Gentlemen:

We have acted as special counsel to Douglas County, Missouri (the **"County"**), in connection with a transaction involving the above-referenced Series 2019 Certificates evidencing proportionate interests of the owners thereof in Basic Rent Payments to be made by the County under a Lease Purchase Agreement dated as of February 1, 2019 (the **"Lease"**), between BOKF, N.A., as lessor and trustee (the **"Trustee"**) and the County, as lessee. The Series 2019 Certificates are issued under a Declaration of Trust dated as of February 1, 2019, made and delivered by the Trustee (the **"Declaration of Trust"**). This opinion supplements our approving legal opinion of even date herewith relating to the Series 2019 Certificates. Capitalized terms used herein and not otherwise defined herein will have the meanings assigned to such terms in the Lease and Declaration of Trust.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the County in the Lease and the representations of the Trustee in the Declaration of Trust and the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

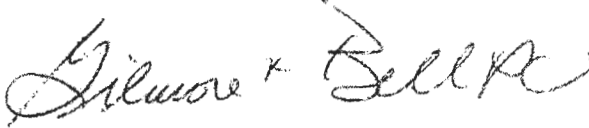
Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Series 2019 Certificates are exempt from registration under the Securities Act of 1933, as amended.
2. The Declaration of Trust is exempt from qualification under the Trust Indenture Act of 1939, as amended.

Douglas County, Missouri  
Piper Jaffray & Co.  
BOKF, N.A  
February 7, 2019  
Page 2

This opinion is delivered to you for your use only and may not be used or relied upon by, or published or communicated to, any third party for any purpose whatsoever without our prior written approval in each instance.

Very truly yours,

A handwritten signature in cursive script that reads "Gilmore + Bell PC". The signature is written in black ink and is positioned to the right of the typed text "Very truly yours,".

TIS:gbr



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Kansas City, Missouri 64108-2521

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February 7, 2019

Piper Jaffray & Co.  
Leawood, Kansas

Re: \$5,840,000 Certificates of Participation (Douglas County Law Enforcement Facility Project), Series 2019, evidencing proportionate interests of the owners thereof in Basic Rent Payments to be made by Douglas County, Missouri (the "**Series 2019 Certificates**")

Ladies and Gentlemen:

We have acted as disclosure counsel to Douglas County, Missouri (the "**County**"), in connection with a transaction involving the above-referenced Series 2019 Certificates evidencing proportionate interests of the owners thereof in Basic Rent Payments to be made by the County under a Lease Purchase Agreement dated as of February 1, 2019 (the "**Lease**"), between BOKF, N.A., as lessor and trustee (the "**Trustee**"), and the County, as lessee. The Series 2019 Certificates are issued under a Declaration of Trust dated as of February 1, 2019, made and delivered by the Trustee (the "**Declaration of Trust**"). This letter supplements our approving legal opinion of even date herewith relating to the Series 2019 Certificates. Capitalized terms used in this letter and not otherwise defined in this letter will have the meanings assigned to such terms in the Lease and Declaration of Trust.

In providing the statement of belief set forth in the following paragraph, reference is made to the final Official Statement dated January 24, 2019, related to the Series 2019 Certificates (the "**Official Statement**"). In connection with rendering legal advice to the County, we reviewed the information contained in the Official Statement and certain other documents and have participated in conferences in which the contents of the Official Statement and other matters were discussed. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Official Statement, and we have not undertaken to verify independently any of such factual matters. We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and we make no representation that we have undertaken to independently verify the accuracy, completeness or fairness of such statements.

Subject to the foregoing, and on the basis of the information we gained in the course of performing the services referred to above, nothing has come to our attention which leads us to believe that the Official Statement, as of its date and as of the date hereof, contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. We express no view, however, as to (i) the Accountant's Report and Audited Financial Statements included in *Appendix B* to the Official Statement, (ii) any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinions included in the Official Statement or any Appendix thereto, or (iii) any information concerning the Depository Trust Company and the book-entry system for the Series 2019 Certificates included in the Official Statement.



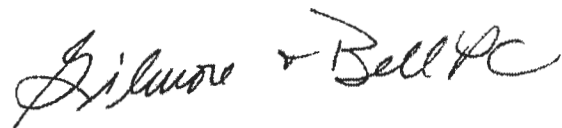
Piper Jaffray & Co.  
February 7, 2019  
Page 2

The views expressed herein are limited to the federal laws of the United States and the laws of the State of Missouri.

This letter is delivered to you for your use only and may not be used or relied on by any third party for any purpose without our prior written approval in each instance.

The views expressed herein are as of the date hereof, and we assume no obligation to revise or supplement this letter to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this letter.

Very truly yours,

A handwritten signature in cursive script that reads "Gilmore & Bell PC". The signature is written in black ink and is positioned to the right of the "Very truly yours," text.

TIS:gbr



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Kansas City, Missouri 64108-2521

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March 30, 2020

Cass County, Missouri  
Harrisonville, Missouri

Key Government Finance, Inc.  
Superior, Colorado

Re: \$28,495,000 Lease Purchase Agreement dated as of March 30, 2020 (the "Lease"), between Key Government Finance, Inc. ("KGF"), as lessor, Cass County, Missouri (the "County"), as lessee

Ladies and Gentlemen:

We have acted as special counsel in connection with a transaction involving the delivery of the above-captioned Lease. Capitalized terms used herein and not otherwise defined herein will have the meanings assigned to such terms in the Lease.

We have examined (a) the Base Lease, (b) the Lease, (c) the Federal Tax Certificate, and (d) certifications of officers and officials of the County and others. In addition, we have reviewed and considered the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder promulgated by the United States Treasury Department.

In rendering the opinions set forth herein, we have assumed without undertaking to verify the same by independent investigation, (a) as to questions of fact, the accuracy of all representations of the County set forth in the Base Lease, the Lease, the Federal Tax Certificate, and all certificates of and officials of the County and others examined by us, and (b) the conformity to original documents of all documents submitted to us as copies and the authenticity of such original documents and all documents submitted to us as originals.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The County is a first class county and political subdivision duly organized and existing under and by virtue of the constitution and laws of the State of Missouri with full power and authority to enter into the Lease and the transactions contemplated thereby and to perform all of its obligations thereunder.

2. The Base Lease and the Lease have been duly authorized, executed and delivered by the County and constitute legal, valid and binding agreements of the County, enforceable in accordance with

their terms, except that the Lease is enforceable only during each Fiscal Year for which sufficient funds have been appropriated.

3. The Interest Portion of each Rental Payment payable under the Lease (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the County comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the delivery of the Lease in order that the Interest Portion of each Rental Payment payable under the Lease be, or continue to be, excludable from gross income for federal and Missouri income tax purposes. The County has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the Interest Portion of each Rental Payment payable under the Lease to be included in gross income for federal and Missouri income tax purposes retroactive to the date of delivery of the Lease. The Lease is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

We express no opinion regarding the accuracy, completeness or sufficiency of any offering material relating to the Lease. Further, we express no opinion regarding (a) other federal or Missouri tax consequences arising with respect to Rental Payments or the Lease, (b) the treatment for federal or Missouri income tax purposes of any money received by registered owners of the Lease other than payments by the County made pursuant to the Lease upon an Event of Default, or (c) the title to or the description of the property subject to the Lease.

The rights of KGF and the enforceability of the Base Lease and the Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable or public policy principles, whether considered at law or in equity, that prohibit the enforcement of indemnification or other provisions in the Lease.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

*C. Lawrence Smith, III*



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March 30, 2020

Cass County, Missouri  
Harrisonville, Missouri

UMB Bank, N.A., as successor Trustee  
Kansas City, Missouri

Re: Taxable Certificates of Participation (Recovery Zone Economic Development Bonds)  
Series 2010B

Ladies and Gentlemen:

This opinion is delivered to you in connection with the satisfaction, discharge and defeasance of the above-referenced certificates (the "Defeased Certificates"), delivered by UMB Bank, N.A., as successor trustee (the "Trustee"), pursuant to an Indenture of Trust dated as of May 1, 2010, as supplemented from time to time, (the "Indenture") between Cass County, Missouri (the "County") and the Trustee.

Provision has been made for the payment of the Principal Portion and Interest Portion (as such terms are defined in the Indenture) due or to become due on the Defeased Certificates at the times and in the manner specified in the Indenture by the irrevocable deposit in trust with the Trustee in amounts and at times that will provide sufficient moneys to make such payments.

We have examined the law, the Indenture and the other documents and certified proceedings that we deem necessary to render this opinion. Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, that all conditions precedent to the satisfaction, discharge and defeasance of the Defeased Certificates contained in the Indenture have been complied with and the Defeased Certificates are deemed to be paid and discharged under the Indenture. All conditions precedent to the satisfaction and discharge of the Indenture contained in the Indenture have been complied with and the lien on the trust estate thereunder and all other rights granted thereby have ceased and terminated in accordance with the provisions thereof.

We express no opinion with respect to the effect on the original status of the interest on the Defeased Certificates for federal or Missouri income tax purposes of any actions taken or omitted to be taken by the

County with respect to the ownership, use or operation of the facilities financed or refinanced with the proceeds of the Defeased Certificates.

This opinion is delivered to you for your use only and may not be used or relied on by any third party for any purpose without our prior written approval in each instance.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

*Gilmore + Bell, P.C.*



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March 30, 2020

Cass County, Missouri  
Harrisonville, Missouri

UMB Bank, N.A., as successor Trustee  
Kansas City, Missouri

Re: Refunding Certificates of Participation Series 2010 (the "Series 2010 Certificates"), Taxable Certificates of Participation (Broadband Project) Series 2011 (the "Series 2011 Certificates"), Refunding Certificates of Participation Series 2017 (the "Series 2017 Certificates"), Refunding Certificates of Participation Series 2018 (the "Series 2018 Certificates") and Refunding Certificates of Participation Series 2019 (the "Series 2019 Certificates")

Ladies and Gentlemen:

This opinion is delivered to you in connection with the satisfaction, discharge and defeasance of the above-referenced certificates (the "Defeased Certificates"), delivered by UMB Bank, N.A., as successor trustee (the "Trustee"), pursuant to an Indenture of Trust dated as of November 1, 2010 (the "Original Indenture"), as supplemented by the First Supplemental Indenture of Trust dated as of August 1, 2011 (the "First Supplemental Indenture"), the Second Supplemental Indenture of Trust dated as of April 15, 2017 (the "Second Supplemental Indenture"), the Third Supplemental Indenture of Trust dated as of April 15, 2018 (the "Third Supplemental Indenture") and the Fourth Supplemental Indenture of Trust dated as of April 15, 2019 (the "Fourth Supplemental Indenture," with the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture being collectively, the "Indenture"), between Cass County, Missouri (the "Issuer") and the Trustee.

Provision has been made for the payment of the principal, redemption price, if any, and interest due or to become due on the Defeased Certificates at the times and in the manner specified in the Indenture, as to the Series 2010 Certificate, the Series 2017 Certificates, the Series 2018 Certificates and the Series 2019 Certificates, by the irrevocable deposit in trust with the Trustee pursuant to the Letter of Instructions to Redeem Certificates, and as to the Taxable Certificates of Participation (Broadband Project) Series 2011 (the "Series 2011 Certificates"), by the irrevocable deposit in trust with the Trustee pursuant to the Escrow Trust Agreement dated as of March 30, 2020 (the "*Escrow Trust Agreement*"), between the Issuer and the Trustee, as escrow agent, of cash and government securities that, according to the Verification Report

mentioned below with respect to the Series 2011 Certificates, will mature as to principal and will pay interest in amounts and at times that will provide sufficient moneys to make such payments.

We have examined the law, the Indenture, the Escrow Trust Agreement and the other documents and certified proceedings that we deem necessary to render this opinion. Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Escrow Trust Agreement has been duly authorized, executed and delivered by the Issuer and constitutes a valid and binding agreement of the Issuer, enforceable against the Issuer, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by equitable principles whether considered at law or in equity.
2. All conditions precedent to the satisfaction, discharge and defeasance of the Defeased Certificates contained in the Indenture have been complied with, and the Defeased Certificates are deemed to be paid and discharged under the Indenture. All conditions precedent to the satisfaction and discharge of the Indenture contained in the Indenture have been complied with, and lien on the Trust Estate thereunder and all other rights granted thereby have ceased and terminated in accordance with the provisions thereof.
3. Provision for the payment, discharge and defeasance of the Defeased Certificates will not, in and of itself, cause the interest on the Defeased Certificates to become included in gross income for federal income tax purposes (the interest payable with respect to the Series 2011 Certificates was taxable from the date of delivery of such certificates).

In rendering the opinions set forth herein, we have relied upon the calculations and conclusions contained in the Verification Report of Robert Thomas CPA, LLC, certified public accountant, relating to the sufficiency of the Escrow Fund established under the Escrow Trust Agreement, without undertaking to verify the same.

We express no opinion with respect to the effect on the original status of the interest on the Defeased Certificates for federal income tax purposes of any actions taken or omitted to be taken by the Issuer with respect to the ownership, use or operation of the facilities financed or refinanced with the proceeds of the Defeased Certificates other than as stated in this opinion (the interest payable with respect to the Series 2011 Certificates was taxable from the date of delivery of such certificates).

This opinion is delivered to you for your use only and may not be used or relied on by any third party for any purpose without our prior written approval in each instance.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

*Gilmore + Bell, P.C.*



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May 5, 2020

Goldman, Sachs & Co. LLC,  
as representative of the Purchasers  
New York, New York

Re: \$400,000,000 principal amount of The Curators of the University of Missouri Taxable System Facilities Revenue Bonds, Series 2020A and \$190,200,000 principal amount of The Curators of the University of Missouri System Facilities Revenue Bonds, Series 2020B, (collectively, the "Series 2020 Bonds")

Ladies and Gentlemen:

We have acted as Disclosure Counsel to The Curators of the University of Missouri (the "University") in connection with the issuance and purchase of the above-referenced Bonds, pursuant to the Bond Purchase Agreement dated April 28, 2020 with respect to the Series 2020 Bonds (the "Bond Purchase Agreement"), between the University and Goldman, Sachs & Co. LLC, for itself and as representative of the initial purchasers of the Series 2020 Bonds (the "Purchasers").

In connection therewith, we have examined executed counterparts of the Bond Purchase Agreement and a Resolution adopted by the Board of Curators of the University of the State of Missouri (the "Board"), the governing body of the University, on April 9, 2020 (the "Resolution"). We have also examined and relied upon the originals or copies, certified or otherwise identified to our satisfaction, of the Preliminary Official Statement dated April 21, 2020 (the "Preliminary Official Statement") and the final Official Statement dated April 28, 2020 (the "Official Statement") with respect to the Series 2020 Bonds, the opinion delivered on this date by the Office of the General Counsel of the University dated the date hereof, the Final Closing Certificate of the University dated the date hereof, and such other documents, certificates, letters, opinions, records, instruments and laws as we have deemed necessary or advisable for purposes of this opinion.

In connection with the preparation of the Preliminary Official Statement and the Official Statement, we have generally reviewed information furnished to us by, and have participated in conferences with, representatives of the University and its General Counsel, representatives of Janney Montgomery Scott LLC, New York, New York, the financial advisor to the University, representatives of BKD LLP, the independent certified public accountants for the University, representatives of Thompson Coburn LLP, Bond Counsel, representatives of the Purchasers, and Greenberg Traurig, LLP, counsel to the Purchasers, and have relied upon certificates of officers of the University and of other public officials and persons as we have deemed appropriate.

We are of the opinion, as of the date hereof, that the offer, sale and delivery of the Series 2020 Bonds under the circumstances contemplated by the Resolution do not require registration of the Series 2020 Bonds or any other separate security under the Securities Act of 1933, as amended, and likewise do not require qualification of the Resolution under the Trust Indenture Act of 1939, as amended.



We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of such statements. In our capacity as Disclosure Counsel to the University, however, we have considered the information contained in the Preliminary Official Statement and the Official Statement and, based upon our review and discussions, and in reliance upon the accuracy of the information contained in the aforementioned documents, certificates, opinions, letters and instruments, nothing has come to our attention which leads us to believe that the Preliminary Official Statement as of its date or the Official Statement as of its date or as of the date hereof contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. We express no opinion, however, as to the accountant's reports and financial statements, included as **Appendix B** to the Preliminary Official Statement and the Official Statement, or any other financial, technical or statistical data or any estimates, assumptions, projections or expressions of opinions, included or incorporated by reference in the Preliminary Official Statement, the Official Statement or any Appendix thereto. We further express no opinion as to the ability of the University to comply with its obligations under the Resolution.

We are members of the Bar of the State of Missouri and the opinions contained herein are limited to the laws of the State of Missouri and the federal laws of the United States of America. We express no opinion herein with respect to the exclusion from federal or State of Missouri income taxation of the interest on the Series 2020 Bonds.

In rendering the foregoing opinions, we do not undertake to advise you of any changes in laws or facts which may occur or come to our attention after the date hereof. This opinion is furnished by us as Disclosure Counsel to the University and is not to be used or relied upon by, or published or communicated to anyone other than the addressee of this opinion for any purpose whatsoever without our prior written approval in each instance.

Very truly yours,

*Gilmore + Bell, P.C.*



# GILMORE BELL

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December 30, 2019

City of St. Joseph, Missouri  
St. Joseph, Missouri

302 North 3rd St, LLC  
Kansas City, Missouri

Security Bank of Kansas City, as Trustee  
Kansas City, Kansas

**Re: \$30,000,000 Maximum Principal Amount of City of St. Joseph, Missouri Taxable Industrial Development Revenue Bonds (American Electric Lofts Project), Series 2019**

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the City of St. Joseph, Missouri (the “City”), of its Taxable Industrial Development Revenue Bonds (American Electric Lofts Project), Series 2019, in the maximum principal amount of \$30,000,000 (the “Bonds”). The Bonds will bear interest, will mature and will be subject to redemption and payment prior to maturity as set forth in the Trust Indenture dated as of December 1, 2019 (the “Indenture”), between the City and Security Bank of Kansas City, as trustee.

The Bonds have been authorized and issued under and pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (collectively the “Act”) and the Indenture for the purpose of providing funds to pay part of the costs of purchasing and installing the project described in the Indenture (the “Project”).

We have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

- (a) Special Ordinance No. 9566 (the “Ordinance”) passed by the City Council on March 25, 2019;
- (b) the Indenture;
- (c) Lease Agreement dated as of December 1, 2019 (the “Lease Agreement”), between the City, as lessor, and 302 North 3rd St, LLC (the “Company”), as lessee, and Memorandum of Lease Agreement;
- (d) Bond Purchase Agreement dated as of December 1, 2019 (the “Bond Purchase Agreement”), between the City and the Company, as purchaser; and

(e) Performance Agreement dated as of December 1, 2019 (the "**Performance Agreement**"), between the City and the Company.

We have also examined the Act, insofar as the same relates to the authorization and issuance of the Bonds and the authorization, execution and delivery of the Indenture, the Lease Agreement, the Performance Agreement and the Bond Purchase Agreement (collectively, the "**Bond Documents**").

Reference is made to the opinion of Spencer Fane LLP, counsel for the Company, of even date herewith, with respect to, among other matters, (a) the due organization of the Company, (b) the good standing and qualification to do business of the Company, (c) the power of the Company to enter into and perform its obligations under the Performance Agreement, and (d) the due authorization, execution and delivery of the Performance Agreement and the binding effect and enforceability thereof against the Company.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The City is a constitutional charter city and political subdivision of the State of Missouri and has lawful power and authority to issue the Bonds and to enter into the Bond Documents and to perform its obligations thereunder.
2. The Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute a valid and legally binding special obligation of the City, payable from the sources described in the Indenture and the Bonds.
3. The Bond Documents have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City, enforceable against the City in accordance with the respective provisions thereof.

We have not undertaken nor have we been engaged to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds and we express no opinion relating thereto.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Documents may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Very truly yours,

*Gilmore & Bell, P.C.*

**SUPPLEMENTAL MATERIAL**

**Tab 2**

**Bond Counsel Experience in Missouri Counties  
Pursuant to Section 5.4.3**

The following is a representative list of bond and lease-purchase financings where the issuer was either a Missouri county or it issued bonds for the benefit of the county or a county hospital for which attorneys of Gilmore & Bell have served as bond counsel during the period from 2013 until the current date.

<b>Issuer</b>	<b>Type of Bonds</b>	<b>Amount</b>	<b>Series</b>
Andrew Co MO	NID (162/1623)	\$152,000	2018
Andrew Co MO	NID (Eden Estates Road Proj)	\$132,200	2016
Audrain Co MO	IRB (Fluid Power Support)	\$500,000	2013
Audrain Co MO	IRB (Mark Korman)	\$1,030,000	2013
Audrain Co MO	IRB - Pearl Motor Co	\$2,000,000	2013
Barton Co Mem Hospital	Hospital Rev Bon	\$3,000,000	2013
Barton Co MO	Hosp Rev Ref Bonds	\$12,605,000	2017AB
Bates Co MO	Chapter 100	\$4,600,000	2014
Boone Co MO	Ch 100 Aurora Organic Dairy	\$142,000,000	2018
Boone Co MO	Ch 100 Smith & Wesson Pers Prop	\$23,000,000	2018
Boone Co MO	Ch 100 American Outdoor Brands	\$44,000,000	2017
Boone Co MO	Ch 100 Dana Light Axle	\$53,000,000	2017
Boone Co MO	Ch 100 Kraft Heinz	\$93,115,887	2016
Boone Co MO	Manchester Heights Sanitary Sewer NID	\$223,700	2016
Boone Co MO	Hos Rev Ref	\$72,400,000	2016
Boone Co MO	Special Obligation Bonds	\$13,320,000	2015
Boone Co MO	Hospital Rev Ref	\$3,640,000	2014
Caldwell Co MO	Taxable IRB (Consumers Oil and Supply)	\$1,230,000	2016
Caldwell Co MO	Taxable IRB (Northwest MO Grain)	\$29,800,000	2016
Camden Co MO	ELPA	\$4,118,198	2017
Camden Co MO	Ltd GO Ref Bonds	\$1,675,000	2014
Camden Moniteau & Morgan Co MO Good Shepherd Nursing Home Dist	Nursing Home Facilities Ref Rev Bonds	\$5,167,128	2014
Cape Girardeau Co MO	COPs	\$4,065,000	2020
Cape Girardeau Co MO	COPs	\$20,055,000	2018
Cass Co MO	LPA	\$28,495,000	2020
Cass Co MO	Ref COP	\$3,031,000	2019

Tab 2-1

<b>Issuer</b>	<b>Type of Bonds</b>	<b>Amount</b>	<b>Series</b>
Cass Co MO	Ref COP	\$2,880,000	2018
Cass Co MO	Ref COP	\$2,730,000	2017
Cass Co MO	Hosp Ref Rev Bonds	\$40,445,000	2015
Cass Co MO	GO Bonds	\$3,051,000	2015
Christian Co MO	Special Obligation Bonds	\$9,330,000	2017
Clay Co MO	COP	\$49,140,000	2018
Clay Co MO	Taxable Ind Rev Bonds (Edge & LightEdge)	\$80,000,000	2014
Clay Co MO PBA	Clay County MO	\$1,100,000	2014
Cole Co MO	Ltd GO Bonds (Randall Drive NID)	\$425,000	2018
Cole Co MO	Ltd NID GO Bonds (Parkview Meadows)	\$535,000	2017
Cole Co MO	Ref COPs (Jail Proj)	\$3,845,000	2016
Cole Co MO	Ref COPs (Jail Proj)	\$16,305,000	2014
Crawford Co MO E911	Lease Purchase Agreement	\$384,000	2017
Dallas Co MO	Equipment LP Agreement (FS Leasing)	\$235,887	2016
Douglas Co MO	COPS (Jail)	\$5,840,000	2019
Franklin Co MO	COPs	\$20,025,000	2019A
Franklin Co MO	COPs	\$26,035,000	2019B
Franklin Co MO	COPs	\$9,925,000	2018
Greene Co MO	NID Ref Bonds AB	\$14,320,000	2016A
Henry Co MO	COPS Ref	\$6,650,000	2016
Iron Co Hosp Dist MO	Hospital Rev Bonds	\$7,608,000	2013
Jackson Co MO	Special Obligation Refunding	\$10,750,000	2015
Jackson Co MO	Sports Complex Refinancing	\$338,980,000	2014
Jackson Co MO	Special Obligation Ref & Imp	\$36,620,000	2013
Jasper Co MO	Taxable Industrial Rev Bonds	\$88,000,000	2016
Jasper Co MO	Taxable Industrial Rev Bonds	\$55,000,000	2013
Jefferson Co MO	Mark Drive NID Bonds	\$445,000	2013
Jefferson Co MO 911 Dispatch	Master Equipment LPA	\$8,000,000	2013
Jefferson Township Linn Co MO	GO	\$235,000	2013
Johnson Co Emergency Services Bd	COP	\$4,333,000	2013
Johnson Co MO	Lease Purchase Agreement	\$3,465,000	2020
Johnson Co MO	Taxable IRBs (Faulkner)	\$5,460,000	2018
Johnson Co MO	NID (Forest Ridge)	\$315,803	2018
Johnson Co MO	Hosp Rev Ref (Western Mo Med)	\$5,445,000	2015
Johnson Co MO	Hosp Rev (Western Mo Med)	\$5,000,000	2013
Lafayette Co MO	Lease Ref Rev Justice Cntr	\$6,935,000	2013

Tab 2-2

<b>Issuer</b>	<b>Type of Bonds</b>	<b>Amount</b>	<b>Series</b>
Lincoln Co MO	Sp Asmnt Rev Bonds Spring Branch Farms Com	\$128,000	2019
Lincoln Co MO	Lakeview Subdivision Sewer Proj)	\$676,210	2014
Macon Co MO Nursing Home Dist	Nursing Home Rev Bond	\$2,500,000	2014
Macon Co MO Nursing Home Dist	Nursing Home Rev Bond	\$500,000	2015
Madison Co MO	Tax Increment Rev Note (Highway 67/72 TIF	\$7,000,000	2013
Madison Co MO	Tax Increment Rev Note (Highway 67/72 TIF	\$5,000,000	2013
Marion Co MO	Doyle Enterprises of NE MO, LLC	\$6,500,000	2014
Marion Co MO Emergency Ser Bd	Ref COPS (EMSB Proj)	\$2,185,000	2015
Miller Co Nursing Home Dist MO	GO Ref	\$2,439,000	2016
New Madrid Co MO	Noranda Aluminum, Inc. Proj	\$45,000,000	2015
Nodaway Co MO	GO Road Bonds (Atchison Township)	\$180,000	2019
Nodaway Co MO	GO Road Bonds (Monroe Township)	\$100,000	2019
Nodaway Co MO	GO Road Bonds (Jackson Township)	\$150,000	2019
Nodaway Co MO	GO Road Bonds (Green Township)	\$190,000	2018
Nodaway Co MO	GO Road Bonds (Union Township)	\$75,000	2018
Nodaway Co MO	GO Road Bonds (Hughes Township)	\$130,000	2018
Nodaway Co MO	GO Road Bonds (Nodaway Township)	\$200,000	2018
Nodaway Co MO	GO Road Bonds (Independence Township)	\$100,000	2017
Nodaway Co MO	GO Road Bonds (White Cloud Township)	\$150,000	2017
Nodaway Co MO	GO Road Bonds (Jackson Township)	\$150,000	2016
Nodaway Co MO	GO Road Bonds (Atchison Township)	\$180,000	2016
Nodaway Co MO	GO Road Bonds (Monroe Township)	\$100,000	2016
Nodaway Co MO	GO Road Bonds (Hughes Township)	\$130,000	2015
Nodaway Co MO	GO Road Bonds (Green Township)	\$190,000	2015
Nodaway Co MO	GO Road Bonds (White Cloud Township)	\$150,000	2014
Nodaway Co MO	GO Road Bonds (Nodaway Township)	\$200,000	2014
Nodaway Co MO	GO Road Bonds (Independence Township)	\$100,000	2014
Nodaway Co MO	GO Road Bonds (Union Township)	\$75,000	2013
Nodaway Co MO	GO Road Bonds (Jackson Township )	\$150,000	2013
Nodaway Co MO	GO Road Bonds (Monroe Township)	\$100,000	2013
Nodaway Co MO	GO Road Bonds (Grant Township)	\$100,000	2013
Nodaway Co MO	GO Road Bonds (Atchison Township)	\$180,000	2013
Perry Co MO	Tax and Rev Anticipation Note	\$300,000	2013
Phelps Co MO	Phelps Health	\$20,000,000	2019
Phelps Co MO	Reg. Med. Ctr Hospital Rev Bonds	\$9,829,000	2016

<b>Issuer</b>	<b>Type of Bonds</b>	<b>Amount</b>	<b>Series</b>
Phelps Co MO	Reg. Med. Ctr Hospital Rev Bonds	\$35,458,000	2015
Phelps Co MO	Reg. Med. Ctr Hospital Rev Bonds	\$24,275,000	2014
Platte Co MO	NID Ref Bonds (Hwy 45-Crooked Rd)	\$8,330,000	2016
Platte Co MO	Parkville Commons NID Rfd	\$5,700,000	2013
Pulaski Co MO	COP	\$13,385,000	2019
Randolph Co MO	COP (Justice Center)	\$4,750,000	2014
Saline Co MO	COP	\$4,065,000	2019
Saline Co MO PFA	Lease Ref	\$905,000	2014
St Charles Co MO	Special Obligation Bonds	\$15,165,000	2017
St Charles Co MO Amb Dist	GO Bonds	\$47,035,000	2018
St Charles Co MO Amb Dist	GO Ref Bonds	\$1,520,000	2015
St Charles Co MO Amb Dist	GO Ref Bonds	\$4,300,000	2013
St Louis Co MO	Taxable IRB (EDGE @ BRDG LLC Proj)	\$51,000,000	2019
St Louis Co MO	NID GO (Glencullen Subdivision)	\$494,870	2019
St Louis Co MO	TIF Notes Fenton Logistics Park Red Proj	\$31,689,524	2018
St Louis Co MO	TAX TIF Note Fenton Logistics Park Red	\$14,453,446	2018
St Louis Co MO	TIF Notes Fenton Logistics Park Red Proj TIF	\$2,963,114	2018
St Louis Co MO	TIF Notes Fenton Logistics Park Red Proj	\$2,572,416	2018
St Louis Co MO	Notes (Affton Plaza)	\$3,286,200	2017AB
St Louis Co MO	Taxable IRB (Pfizer Real Property)	\$220,000,000	2017
St Louis Co MO	Taxable IRB (Pfizer Personal Property)	\$28,500,000	2017
St Louis Co MO	Taxable IRB (Varsity Tutor LLC)	\$1,000,000	2016
St Louis Co MO	Taxable IRB (NorthPark Distribution Cntr I, LLC)	\$35,000,000	2016
St Louis Co MO	Taxable IRB (MHBK Leasing & Finance/Bunge)	\$57,000,000	2016
St Louis Co MO	Taxable IRB (Bunge North America, Inc.)	\$13,000,000	2016
St Louis Co MO	Taxable IRB (Deutsche Precision, LLC)	\$17,000,000	2015
St Louis Co MO	Taxable IRBs (TIN, Inc.)	\$9,000,000	2015
St Louis Co MO	Taxable IRB (World Wide Tech Per Prop)	\$15,000,000	2015
St Louis Co MO	Taxable IRB (Ricoh USA Inc)	\$5,500,000	2015
St Louis Co MO	Taxable IRB (Patheon)	\$58,200,000	2015
St Louis Co MO	Taxable IRB -Delmar Gardens/Rabo Agrifinance	\$36,000,000	2015
St Louis Co MO	Taxable IRB (Rabo Agrifinance, Inc.)	\$4,500,000	2015
St Louis Co MO	Taxable IRBs (The Boeing Co Proj)	\$300,000,000	2015

<b>Issuer</b>	<b>Type of Bonds</b>	<b>Amount</b>	<b>Series</b>
St Louis Co MO	Taxable Redev Proj LH Rev Bonds (Schnuck Markets, Inc.)	\$99,000,000	2015
St Louis Co MO	Taxable IRBs (SKF USA Inc. Proj)	\$12,000,000	2014
St Louis Co MO	Taxable Redev Proj LH Rev Bonds (Northpark Partners SOTA, LLC)	\$42,000,000	2014
St Louis Co MO	Taxable IRBs (Monsanto Co)	\$58,000,000	2014
St Louis Co MO	Taxable IRB (Davidson Surface/Air Inc.)	\$10,000,000	2014
St Louis Co MO	Taxable IRBs (Mitek USA, Inc.)	\$25,000,000	2014
St Louis Co MO	Taxable IRB (Watlow Electric Mfg Co)	\$30,000,000	2014
St Louis Co MO	Taxable IRB (Monsanto Co)	\$470,000,000	2013
St Louis Co MO	Taxable IRB (3301 Rider Trail/US Bank Proj)	\$9,000,000	2013
St Louis Co MO	Taxable Redev Proj LH Rev Bonds (NNP ESI 6) - Express Scripts	\$45,000,000	2013
St Louis Co MO	Taxable IRB (Express Scripts, Inc.)	\$12,000,000	2013
St Louis Co MO	Taxable IRB (Reinsurance Group of America)	\$17,800,000	2013
St Louis Co MO	Taxable IRB (Gateway Ridge)	\$132,200,000	2013
Ste Genevieve Co MO	TIF Rev Notes (Ozora Travel Plaza Proj)	\$3,031,000	2014B
Stone Co MO	(Stone County, MO) COP	\$5,760,000	2018
Taney Co MO	Tax Exempt Ref COP	\$9,995,000	2015A
Taney Co MO	Taxable Ref COP	\$800,000	2015B
Texas Co MO	COPs	\$8,225,000	2016
Tri Co Nurs Home Dist	Nursing Home Rev Ref Bonds	\$1,425,000	2014
Washington Co MO	Tax Anticipation Note	\$387,000	2014
Wright Co MO	COP (Law Enforcement Proj)	\$7,015,000	2019



## Liz Palazzolo

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**From:** Caldwell, James (G&B) <JCALDWELL@GilmoreBell.com>  
**Sent:** Thursday, May 28, 2020 9:56 AM  
**To:** Liz Palazzolo  
**Subject:** Re: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20

Yes, Liz, that is correct that the final page is numbered "Tab 2-5." It appears you have everything.

Jim Caldwell

**James G. Caldwell | Gilmore & Bell, P.C.**  
2405 Grand Blvd., Suite 1100, Kansas City, MO 64108  
[jcaldwell@gilmorebell.com](mailto:jcaldwell@gilmorebell.com)  
Office: 816-218-7543 | Cell: 816-210-0248 | Fax: 816-221-1018

---

**From:** Liz Palazzolo <LPalazzolo@boonecountymo.org>  
**Date:** Thursday, May 28, 2020 at 9:35 AM  
**To:** James Caldwell <JCALDWELL@GilmoreBell.com>  
**Subject:** RE: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20

Good morning James: I was linked to a 74 page document – seems like it worked. The last page is numbered "Tab 2-5." Please confirm that this is complete.

---

**From:** Caldwell, James (G&B) <JCALDWELL@GilmoreBell.com>  
**Sent:** Wednesday, May 27, 2020 2:42 PM  
**To:** Liz Palazzolo <LPalazzolo@boonecountymo.org>  
**Subject:** RE: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20

Liz,

I am sending you the proposal of Gilmore & Bell, P.C. to provide Bond Counsel Services by providing a secure link below to allow you to download our proposal. I would appreciate your letting me know once you have downloaded the proposal and have no problems reading it.

Our firm has been working solely from our homes since mid-March but we will be returning to our offices in shifts beginning next week. Although we chose the option to submit our proposal by email, please let us know if you would like for us to also provide you a hard copy of the proposal which we can assemble when we return to the office.

Thank you for the opportunity to submit this proposal. It has been our honor to have served the County as Bond Counsel.

You can view "Boone County Proposal response.pdf" at:  
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:18723a19-493f-44b0-b0e3-9d1624612329>

Jim Caldwell

## Liz Palazzolo

---

**From:** Caldwell, James (G&B) <JCALDWELL@GilmoreBell.com>  
**Sent:** Wednesday, May 27, 2020 2:42 PM  
**To:** Liz Palazzolo  
**Subject:** RE: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Liz,

I am sending you the proposal of Gilmore & Bell, P.C. to provide Bond Counsel Services by providing a secure link below to allow you to download our proposal. I would appreciate your letting me know once you have downloaded the proposal and have no problems reading it.

Our firm has been working solely from our homes since mid-March but we will be returning to our offices in shifts beginning next week. Although we chose the option to submit our proposal by email, please let us know if you would like for us to also provide you a hard copy of the proposal which we can assemble when we return to the office.

Thank you for the opportunity to submit this proposal. It has been our honor to have served the County as Bond Counsel.

You can view "Boone County Proposal response.pdf" at:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:18723a19-493f-44b0-b0e3-9d1624612329>

Jim Caldwell

**James G. Caldwell | Gilmore & Bell, P.C.**  
2405 Grand Blvd., Suite 1100, Kansas City, MO 64108  
[jcaldwell@gilmorebell.com](mailto:jcaldwell@gilmorebell.com)  
Phone: (816) 218-7543 | Cell: (816) 210-0248 | Fax: (816) 221-1018

---

**From:** Liz Palazzolo <LPalazzolo@boonecountymo.org>  
**Sent:** Tuesday, May 26, 2020 10:57 AM  
**To:** Caldwell, James (G&B) <JCALDWELL@GilmoreBell.com>  
**Subject:** RE: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20Addendum3

Good morning -- I just wanted to send a reminder --- The proposal submission deadline is coming soon -- it is still set at 2PM on May 29, 2020. You may e-mail your response prior to that time/date. Thank you

---

**From:** Caldwell, James (G&B) <JCALDWELL@GilmoreBell.com>  
**Sent:** Monday, March 30, 2020 2:25 PM  
**To:** Liz Palazzolo <LPalazzolo@boonecountymo.org>  
**Cc:** CJ Dykhouse <CDykhouse@boonecountymo.org>; Tom Darrough <TDarrough@boonecountymo.org>; Melinda Bobbitt <MBobbitt@boonecountymo.org>  
**Subject:** Re: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20Addendum3

That sounds great.

Jim Caldwell

**James G. Caldwell | Gilmore & Bell, P.C.**

2401 Grand Blvd., Suite 1100, Kansas City, MO 64108

[jcaldwell@gilmorebell.com](mailto:jcaldwell@gilmorebell.com)

Office: 816-216-7543 | Fax: 816-221-1018

---

**From:** Liz Palazzolo <[LPalazzolo@boonecountymo.org](mailto:LPalazzolo@boonecountymo.org)>  
**Date:** Monday, March 30, 2020 at 2:24 PM  
**To:** James Caldwell <[JCALDWELL@GilmoreBell.com](mailto:JCALDWELL@GilmoreBell.com)>  
**Cc:** CJ Dykhouse <[CDykhouse@boonecountymo.org](mailto:CDykhouse@boonecountymo.org)>, Tom Darrough <[TDarrough@boonecountymo.org](mailto:TDarrough@boonecountymo.org)>, Melinda Bobbitt <[MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org)>  
**Subject:** RE: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20Addendum3

OK – we can always move it out further. I am not sure if the current contract needs to be extended but I will find out. I think we will go ahead with the preproposal call Wednesday, see if we have other concerns/questions, then I will issue an addendum to move the opening date out to the end of May.

Thanks

---

**From:** Caldwell, James (G&B) <[JCALDWELL@GilmoreBell.com](mailto:JCALDWELL@GilmoreBell.com)>  
**Sent:** Monday, March 30, 2020 2:21 PM  
**To:** Liz Palazzolo <[LPalazzolo@boonecountymo.org](mailto:LPalazzolo@boonecountymo.org)>  
**Cc:** CJ Dykhouse <[CDykhouse@boonecountymo.org](mailto:CDykhouse@boonecountymo.org)>; Tom Darrough <[TDarrough@boonecountymo.org](mailto:TDarrough@boonecountymo.org)>; Melinda Bobbitt <[MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org)>  
**Subject:** Re: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20Addendum3

Liz,

I think that would be a very good first step. I don't think any of us know what the situation will be like then but certainly giving us nearly two full months would very likely mean we would be in a much better position to complete the tasks required to submit a good proposal.

Thank you!

Jim Caldwell

**James G. Caldwell | Gilmore & Bell, P.C.**

2401 Grand Blvd., Suite 1100, Kansas City, MO 64108

[jcaldwell@gilmorebell.com](mailto:jcaldwell@gilmorebell.com)

Office: 816-216-7543 | Fax: 816-221-1018

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**From:** Liz Palazzolo <[LPalazzolo@boonecountymo.org](mailto:LPalazzolo@boonecountymo.org)>  
**Date:** Monday, March 30, 2020 at 1:57 PM  
**To:** James Caldwell <[JCALDWELL@GilmoreBell.com](mailto:JCALDWELL@GilmoreBell.com)>

**Cc:** CJ Dykhouse <[CDykhouse@boonecountymo.org](mailto:CDykhouse@boonecountymo.org)>, Tom Darrough <[TDarrough@boonecountymo.org](mailto:TDarrough@boonecountymo.org)>, Melinda Bobbitt <[MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org)>

**Subject:** RE: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20Addendum3

James – If the County were to extend the RFP submission deadline until the end of May, do you believe that would provide enough buffer or do the problems about physically preparing a hard-copy proposal/copies persist? The County is looking into an e-procurement service that would allow us to accept bids and proposals electronically but we do not have that contract in place or implemented. So we are stuck at this time with relying on the US Mail.

---

**From:** Liz Palazzolo

**Sent:** Monday, March 30, 2020 1:33 PM

**To:** Caldwell, James (G&B) <[JCALDWELL@GilmoreBell.com](mailto:JCALDWELL@GilmoreBell.com)>

**Cc:** CJ Dykhouse <[CDykhouse@boonecountymo.org](mailto:CDykhouse@boonecountymo.org)>; Tom Darrough <[TDarrough@boonecountymo.org](mailto:TDarrough@boonecountymo.org)>; Melinda Bobbitt <[MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org)>

**Subject:** FW: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20Addendum3

Good afternoon James – CJ forwarded your e-mail to me and we are discussing a plan for moving forward. You will be notified when that decision has been made. Please for future reference refer all questions/considerations regarding the RFP to my attention as the point of contact for the County. No harm done but wanted to make that point clear if you have other questions/concerns about the RFP. Thank you and stay well please

---

**From:** CJ Dykhouse <[CDykhouse@boonecountymo.org](mailto:CDykhouse@boonecountymo.org)>

**Sent:** Monday, March 30, 2020 12:42 PM

**To:** Caldwell, James (G&B) <[JCALDWELL@GilmoreBell.com](mailto:JCALDWELL@GilmoreBell.com)>; Liz Palazzolo <[LPalazzolo@boonecountymo.org](mailto:LPalazzolo@boonecountymo.org)>

**Subject:** FW: Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20Addendum3

Jim – good morning.

I'm passing your email (below) onto our Senior Buyer, Liz Palazzolo, so she can consider and process the same in connection with our pending RFP. Thanks.

CJ Dykhouse

CJ Dykhouse  
County Counselor  
Boone County, Missouri  
801 E. Walnut, Ste. 211  
Columbia, Missouri 65201  
573-886-4414

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**From:** Caldwell, James (G&B) <[JCALDWELL@GilmoreBell.com](mailto:JCALDWELL@GilmoreBell.com)>  
**Sent:** Monday, March 30, 2020 12:39 PM  
**To:** CJ Dykhouse <[CDykhouse@boonecountymo.org](mailto:CDykhouse@boonecountymo.org)>  
**Subject:** Bond Counsel Services -- Boone County Purchasing -- Bid Opportunity 04-30MAR20Addendum3

Good afternoon CJ,

I hope you are safe and well.

As you are aware, the County has already postponed the deadline for submission of proposals in response to the County's RFP for Bond Counsel Services. I hope it's appropriate for me to share some thoughts with you to consider regarding the process given the extraordinary conditions we found ourselves in because of the COVID-19 pandemic.

Last Friday after having received a third addendum to the RFP, I realized I had neglected to sign the receipt at the end of both of the two prior addenda acknowledging receipt of both so I scanned all three receipts at home, then emailed them to [purchasing@boonecountymo.org](mailto:purchasing@boonecountymo.org) with a copy to Liz Palazzolo. Almost immediately, Liz called me and cautioned me against sending anything in connection with the RFP by email. I pointed out to her that the addenda had a signature block at the end where I was supposed acknowledge receipt. Her response was that I could have replied back by email to the original email acknowledging receipt. I'm not sure I understand the distinction between simply replying back by email versus replying by email with the acknowledgment attached. Nevertheless, that caused me to think about the process of preparing a proposal for Bond Counsel Services and the manner in which to get that proposal to the County given it will only accept proposals sent by U.S. Mail.

I have two separate thoughts for consideration. First of all, I would not be opposed to another delay in the deadline for submission of proposals. Please correct me if I'm wrong but I'm not aware of any imminent bond issues. I believe the next Chapter 100 Bond issue will be for Northwest Medical Isotopes. I had understood that moving forward would be contingent upon receiving approval or approvals from the Nuclear Regulatory Commission and I've heard nothing about moving forward with this project. This might also be an appropriate time for the Commission to consider whether it would be appropriate for the term of Bond Counsel services to coincide with a calendar year. As you know most Chapter 100 Bond issues close in December and moving the term so it expires on a December 31<sup>st</sup> would insure that whatever firm is serving as Bond Counsel would be able to see that issue through to a closing before that firm's term for providing services ends should the Commission decide to select a different firm beginning on January 1<sup>st</sup> of the following year.

Given what's going on in other parts of the country I think it's highly likely that the number of cases and deaths will still be on the rise by the current April 16<sup>th</sup> deadline. I think the President's extension of distancing guidelines at least until the end of April and perhaps even further is a good indication that we have probably not seen the worst. Unless there is a compelling reason to move forward as soon as possible, I would be in favor of postponing the deadline until it's clear we are over the worst of the pandemic.

Preparation of a proposal to serve as Bond Counsel is a collaborative process at our firm involving a number of attorneys and staff in order to assemble information and documents required by the RFP. Everyone at our firm has now been working from home for two weeks. Although we should be capable of assembling a proposal in an electronic form by the April 16<sup>th</sup> deadline using remote resources, the RFP requires that we submit an original and two copies of our proposal plus an electronic version on a removable storage device using the U.S Post Office. I see this as a challenge without someone having to go into our office to print and bind the physical copies in forms suitable for submission, copy the electronic version to a USB key and to take them to the post office for mailing. It seems to me that in keeping with social distancing and the desire to limit human contact that now would be an appropriate time for the County to encourage the submission of documents by electronic means. I realize this would likely require a secure site where the proposals could be uploaded. I'm not sure what capabilities the County but it seems to me that Boone County is among

the most sophisticated of the clients I work with. I would note that when the County's bonds have been offered by public sale in the past, all of the bids are required to be submitted electronically to the County's financial advisor. Perhaps this is a model for consideration.

Summarizing, my preference would be to delay the proposal deadline until a later date after we are in a recovery phase. In addition, I suggest that submission of proposals in electronic form be considered in light of the circumstance.

I just wanted to share some of my thoughts for consideration prior to Wednesday's pre-proposal conference call.

Best regards,  
Jim

**James G. Caldwell | Gilmore & Bell, P.C.**  
2405 Grand Blvd., Suite 1100, Kansas City, MO 64108  
[jcaldwell@gilmorebell.com](mailto:jcaldwell@gilmorebell.com)  
Office: 816-218 7543 | Fax: 816-221-1018

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**From:** "[purchasing@boonecountymo.org](mailto:purchasing@boonecountymo.org)" <[purchasing@boonecountymo.org](mailto:purchasing@boonecountymo.org)>

**Date:** Wednesday, March 25, 2020 at 4:33 PM

**To:** James Caldwell <[JCALDWELL@GilmoreBell.com](mailto:JCALDWELL@GilmoreBell.com)>

**Subject:** Boone County Purchasing -- Bid Opportunity 04-30MAR20Addendum3

**Bid:** 04-30MAR20Addendum3

Find attached Addendum #3 to RFP 04-30MAR20 Bond Counsel Services for the Treasurer's Office.

Please refer all questions to Senior Buyer Liz Palazzolo at 573-886-4392 or [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org).

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**Bid documents:**

[https://www.showmeboone.com/purchasing/WebPublish/bid-opportunities/2020/04-30MAR20/Addendum\\_3.pdf](https://www.showmeboone.com/purchasing/WebPublish/bid-opportunities/2020/04-30MAR20/Addendum_3.pdf)

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**ADDENDUM #3 to RFP#04-30MAR20**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Melinda Bobbitt, Director*

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

Email: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

**BOONE COUNTY, MISSOURI**

**Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES**

**ADDENDUM # 3 - Issued March 25, 2020**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 04-30MAR20:**

1. Due to the COVID pandemic and the County working in locked buildings, we request that Offerors submit their proposal responses by USPO (not courier, not walk-ins).

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: *Melinda Bobbitt*  
**Melinda Bobbitt, Director**  
**Boone County Purchasing**

The OFFEROR has examined Addendum #3 to Request for Proposal #04-30MAR20 – Bond Counsel Services receipt of which is hereby acknowledged:

Company Name: *Gilmore & Bell, P.C.*  
Address: *2405 Grand Blvd, Suite 1100*  
City & State: *Kansas City, MO 64108*  
Phone Number: *(816) 218-7543* Fax Number: *(816) 221-1018*  
E-mail: *jcaldwell@gilmorebell.com*  
Authorized Representative Signature: *James G. Caldwell* Date: *3/26/20*  
Authorized Representative Printed Name: *James G. Caldwell*



**ADDENDUM #2 to RFP#04-30MAR20**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

---

**BOONE COUNTY, MISSOURI**

**Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES**

**ADDENDUM # 2 - Issued March 18, 2020**

Prospective offerors are hereby notified of the following revisions to Request for Proposal 04-30MAR20:

1. Paragraph 1.9 is **REVISED** as follows:

- 1.9 **Pre-Proposal Conference**: To assist interested firms in preparing a thorough proposal, an optional pre-proposal meeting has been scheduled for *Wednesday, April 1, 2020, at 1:30 P.M.* ***The meeting will be conducted by teleconference only. Interested offerors have the option to submit questions in advance and/or to attend the teleconferenced pre-proposal.*** All questions must be referred to Senior Buyer Liz Palazzolo ***preferably*** prior to the scheduled pre-proposal conference.

**Call-in Number for Teleconference:**


**Dial-In Number: 701-801-1211**

**Access Code: 758-401-651**

**Host Pin: 1531**

2. ***NOTE: Due to concerns about public contact and the spread of the Covid-19 novel virus, the offeror may only submit their sealed proposal by way of the USPO or courier mail. In-person proposal delivery shall not be allowed at this time. Please take this requirement into consideration as the proposal submission due date approaches. Allow enough time to post the proposal given scheduling unknowns and other timing factors the country is presently experiencing. Also please be aware that e-mailed proposals are not allowed. If more time is needed, please contact the Buyer in sufficient time to allow for a formal addendum to be issued to move the proposal submission/opening date. Regarding the public proposal opening, it is not advised that the offeror be present for the proposal opening although all results are public and will be posted on-line for public viewing shortly after the proposal opening. Go to <https://www.showmeboone.com/purchasing/bids/> to find the "Bid Tabulation" for the subject solicitation. Since this is an RFP, only the names of offerors will be made public at the time proposals are opened.***

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By:   
Liz Palazzolo, Senior Buyer  
Boone County Purchasing

The OFFEROR has examined Addendum #2 to Request for Proposal #04-30MAR20 – Bond Counsel Services receipt of which is hereby acknowledged:

Company Name: Gilmore & Bell, P.C.  
Address: 2405 Grand Blvd, Suite 1100  
City & State: Kansas City, MO 64108  
Phone Number: (816) 218-7549 Fax Number: (816) 221-1018  
E-mail: jcaldwell@gilmorebell.com  
Authorized Representative Signature: James G. Caldwell Date: 3/26/20  
Authorized Representative Printed Name: James G. Caldwell



**ADDENDUM #1 to RFP#04-30MAR20**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

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**BOONE COUNTY, MISSOURI**

**Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES**

**ADDENDUM # 1 - Issued March 13, 2020**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 02-09JAN18:**

1. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. March 30, 2020

**CHANGED TO: 2:00 P.M. Central Time April 16, 2020**

Sealed proposals will be accepted until **2:00 P.M. Central Time on Thursday, April 16, 2020** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

2. Paragraph 1.2 is **REVISED** as follows:

- 1.2 **Proposal Submission Deadline:** All proposals shall be **delivered before 2:00 P.M.**, Central Time, on **Thursday, April 16, 2020** to:

Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460

3. Paragraph 1.5 is **REVISED** as follows:

- 1.5 **Proposal Opening:** Proposals will be opened publicly at 2:00 P.M. on **Thursday, April 16, 2020** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.


4. Paragraph 1.9 is **REVISED** as follows:

1.9 **Pre-Proposal Conference:** To assist interested firms in preparing a thorough proposal, an optional pre-proposal meeting has been scheduled for *Wednesday, April 1, 2020, at 1:30 P.M.* in the Boone County Commission Chambers located on the first floor of the Boone County Government Center, 801 E. Walnut in Columbia, Missouri. Interested offerors have the option to submit questions in advance and/or to attend the pre-proposal meeting via conference call. All questions and requests for attending via conference call must be referred to Senior Buyer Liz Palazzolo prior to the scheduled pre-proposal conference.



5. Paragraph 4.1.1(b) is **REVISED** as follows:

4.1.1(b) The proposals must be delivered no later than **2:00 P.M. on Thursday, April 16, 2020.** Proposals will not be accepted after this date and time.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages.*

By:   
Liz Palazzolo, Senior Buyer  
Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal #04-30MAR20 – **Bond Counsel Services** receipt of which is hereby acknowledged:

Company Name: Gilmore & Bell, P.C.  
Address: 2405 Grand Blvd, Suite 1100  
City & State: Kansas City, MO 64108  
Phone Number: (816) 218-7543 Fax Number: (816) 221-1018  
E-mail:  jcaldwell@gilmorebell.com  
Authorized Representative Signature:  Date: 3/26/20  
Authorized Representative Printed Name: James G. Caldwell



**ADDENDUM #4 to RFP#04-30MAR20**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

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**BOONE COUNTY, MISSOURI**

**Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES**

**ADDENDUM # 4 - Issued April 1, 2020**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 04-30MAR20:**

1. **PROPOSAL SUBMISSION UPDATE:** The County is allowing submission of proposals via e-mail during the COVID-19 pandemic response period. The offeror is allowed to submit their complete authorized proposal by sending it by the indicated proposal submission due date and time to:

Liz Palazzolo

[lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

The offeror should provide identification that authenticates the legitimacy of the proposal with the e-mail submission such as using company letterhead, logos, or other detail.

The offeror is cautioned that the e-mail system is not considered secured and the offeror so assumes all risk associated with submission of their proposal using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the offeror may allege as a result of submitting their proposal to the County via e-mail.

2. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. April 16, 2020

**CHANGED TO: 2:00 P.M. Central Time May 29, 2020**

Sealed proposals will be accepted until **2:00 P.M. Central Time on Friday, May 29, 2020** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

3. Paragraph 1.2 is **REVISED** as follows:

- 1.2 **Proposal Submission Deadline:** All proposals shall be **delivered before 2:00 P.M., Central Time, on Friday, May 29, 2020** to:

Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460

**OR via e-mail – see #1 above**

4. Paragraph 1.5 is **REVISED** as follows:

1.5 **Proposal Opening**: Proposals will be opened publicly at 2:00 P.M. on **Friday, May 29, 2020** but only the names of offerors will be **recorded** at the proposal opening. **The County will publish proposal opening results at this website: <https://www.showmeboone.com/purchasing/bids/>**

Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access.

**Missouri Sunshine Laws**: Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County’s proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

5. Paragraph 4.1.1(b) is **REVISED** as follows (text also deleted):

4.1.1(b) The proposals must be delivered no later than **2:00 P.M. on Friday, May 29, 2020.**

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror’s Proposal including the *Vendor Response and Pricing Pages*.

By:   
\_\_\_\_\_  
**Liz Palazzolo, Senior Buyer**  
**Boone County Purchasing**

The OFFEROR has examined **Addendum #4** to Request for Proposal #04-30MAR20 – **Bond Counsel Services** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

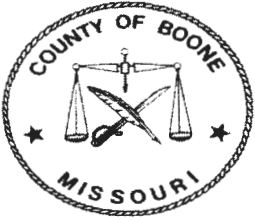
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_





**ADDENDUM #2 to RFP#04-30MAR20**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Melinda Bobbitt, Director*

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

Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

**BOONE COUNTY, MISSOURI**

**Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES**

**ADDENDUM # 3 - Issued March 25, 2020**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 04-30MAR20:**

1. Due to the COVID pandemic and the County working in locked buildings, we request that Offerors submit their proposal responses by USPO (not courier, not walk-ins).

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: *Melinda Bobbitt* *MB*  
**Melinda Bobbitt, Director**  
**Boone County Purchasing**

The OFFEROR has examined **Addendum #3** to Request for Proposal #04-30MAR20 – **Bond Counsel Services** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



## ADDENDUM #2 to RFP#04-30MAR20

### Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymmo.org](mailto:lpalazzolo@boonecountymmo.org)

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### BOONE COUNTY, MISSOURI

### Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES

#### ADDENDUM # 2 - Issued March 18, 2020

Prospective offerors are hereby notified of the following revisions to Request for Proposal 04-30MAR20:

1. Paragraph 1.9 is **REVISED** as follows:

- 1.9 **Pre-Proposal Conference**: To assist interested firms in preparing a thorough proposal, an optional pre-proposal meeting has been scheduled for *Wednesday, April 1, 2020, at 1:30 P.M.* *The meeting will be conducted by teleconference only. Interested offerors have the option to submit questions in advance and/or to attend the teleconferenced pre-proposal.* All questions must be referred to Senior Buyer Liz Palazzolo *preferably* prior to the scheduled pre-proposal conference.

**Call-in Number for Teleconference:**

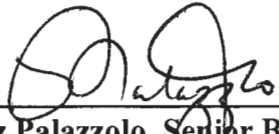
**Dial-In Number: 701-801-1211**

**Access Code: 758-401-651**

**Host Pin: 1531**

2. ***NOTE: Due to concerns about public contact and the spread of the Covid-19 novel virus, the offeror may only submit their sealed proposal by way of the USPO or courier mail. In-person proposal delivery shall not be allowed at this time. Please take this requirement into consideration as the proposal submission due date approaches. Allow enough time to post the proposal given scheduling unknowns and other timing factors the country is presently experiencing. Also please be aware that e-mailed proposals are not allowed. If more time is needed, please contact the Buyer in sufficient time to allow for a formal addendum to be issued to move the proposal submission/opening date. Regarding the public proposal opening, it is not advised that the offeror be present for the proposal opening although all results are public and will be posted on-line for public viewing shortly after the proposal opening. Go to <https://www.showmeboone.com/purchasing/bids/> to find the "Bid Tabulation" for the subject solicitation. Since this is an RFP, only the names of offerors will be made public at the time proposals are opened.***

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By:   
Liz Palazzolo, Senior Buyer  
Boone County Purchasing

The OFFEROR has examined **Addendum #2** to Request for Proposal #04-30MAR20 – **Bond Counsel Services** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**ADDENDUM #1 to RFP#04-30MAR20**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

**BOONE COUNTY, MISSOURI**

**Request for Proposal 04-30MAR20 – BOND COUNSEL SERVICES**

**ADDENDUM # 1 - Issued March 13, 2020**

**Prospective offerors are hereby notified of the following revisions to Request for Proposal 02-09JAN18:**

1. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. March 30, 2020

**CHANGED TO: 2:00 P.M. Central Time April 16, 2020**

Sealed proposals will be accepted until **2:00 P.M. Central Time on Thursday, April 16, 2020** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

2. Paragraph 1.2 is **REVISED** as follows:

- 1.2 **Proposal Submission Deadline:** All proposals shall be **delivered before 2:00 P.M.**, Central Time, on **Thursday, April 16, 2020** to:

Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460

3. Paragraph 1.5 is **REVISED** as follows:

- 1.5 **Proposal Opening:** Proposals will be opened publicly at 2:00 P.M. on **Thursday, April 16, 2020** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

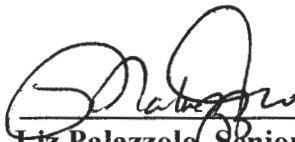
4. Paragraph 1.9 is **REVISED** as follows:

1.9 **Pre-Proposal Conference:** To assist interested firms in preparing a thorough proposal, an optional pre-proposal meeting has been scheduled for **Wednesday, April 1, 2020, at 1:30 P.M.** in the Boone County Commission Chambers located on the first floor of the Boone County Government Center, 801 E. Walnut in Columbia, Missouri. Interested offerors have the option to submit questions in advance and/or to attend the pre-proposal meeting via conference call. All questions and requests for attending via conference call must be referred to Senior Buyer Liz Palazzolo prior to the scheduled pre-proposal conference.

5. Paragraph 4.1.1(b) is REVISED as follows:

4.1.1(b) The proposals must be delivered no later than **2:00 P.M. on Thursday, April 16, 2020.** Proposals will not be accepted after this date and time.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By:   
Liz Palazzolo, Senior Buyer  
Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal **#04-30MAR20 – Bond Counsel Services** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

# COUNTY OF BOONE - MISSOURI



## REQUEST FOR PROPOSAL FOR BOND COUNSEL SERVICES FOR THE BOONE COUNTY TREASURER

**RFP # 04-30MAR20**

*Release Date: 3/27/20*

**Submittal Deadline:  
March 30, 2020  
not later than 2:00 P.M. CST**

**Boone County Purchasing  
613 E. Ash Street  
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

### **RFP #: 04-30MAR20 – BOND COUNSEL SERVICES**

Sealed proposals will be accepted until **2:00 P.M. on Monday, March 30, 2020** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org).

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer

***Insertion: Thursday, February 27, 2020***  
***COLUMBIA MISSOURIAN***



## 1. INTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **Monday, March 30, 2020** to:
- Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M. Late proposal responses may be returned unopened if the vendor requests within ten (10) business days after RFP opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on **Monday, March 30, 2020** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.



- 1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***
- 1.7 **Guideline for Written Questions:** *All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., March 25, 2020* (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:
- Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)
- 1.8 **RFP Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.
- 1.9 **Pre-Proposal Conference:** To assist interested firms in preparing a thorough proposal, an optional pre-proposal meeting has been scheduled for **Tuesday, March 17, 2020, at 1:30 P.M.** in the Boone County Commission Chambers located on the first floor of the Boone County Government Center, 801 E. Walnut in Columbia, Missouri. Interested offerors have the option to submit questions in advance and/or to attend the pre-proposal meeting via conference call. All questions and requests for attending via conference call must be referred to Senior Buyer Liz Palazzolo prior to the scheduled pre-proposal conference.
- 1.10 The County shall not reimburse offerors for any costs associated with the preparing or submitting of any proposal.
- 1.11 The County reserves the right to reject any and all proposals, to waive technicalities or irregularities contained therein and to accept the offer the County considers the most advantageous to the County. The RFP and responses will become part of the Terms and Conditions of the contract.



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Bond Counsel Services for the Boone County Treasurer's Office** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Debarment
- 7) Certification Regarding Lobbying
- 8) Work Authorization Certification
- 9) "No Bid" Response Form
- 10) Boone County Standard Terms and Conditions

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide **Bond Counsel Services** for the Boone County Treasurer's Office.

2.1.4 The County of Boone, Missouri (the "County") requests proposals from law firms with experience in municipal bond, disclosure, and tax law to serve as **Bond Counsel** to the County in connection with financings, transactions, tax issues, and legal matters relating to debt issuance and the ongoing management of the County's debt. Debt issuance may include a full range of available financing techniques, including: taxable debt, tax-exempt debt, general obligation bonds, Neighborhood Improvement District ("NID") general obligation bonds, special revenue bonds, lease-revenue bonds, temporary debt instruments, debt backed by various sources of revenue, and other instruments for which markets may develop during the term of the agreement. The firm awarded an agreement under this RFP will work closely with the County Treasurer, the County Clerk, the County Counselor, and with outside parties engaged by the County such as a financial advisors, trustees, paying agents, bond underwriters and their counsel, and any other parties necessary to issue and sell the bonds. The County will retain only one firm for tax, disclosure, and bond counsel services.

### 2.2 Background Information:

- 2.2.1 Boone County is situated in Central Missouri and includes nine communities: six cities and three towns. The County has a population of approximately 175,000 and contains 685 square miles.
- 2.2.2 The County is a first-class non-charter county in central Missouri, dissected by Interstate 70 and US Highway 63. The County has a population of approximately 163,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 121,000, the City of Columbia serves as County seat. The County Treasurer has statutory responsibility for issuing County debt approved by the County Commission in accordance with the County's Debt Management Policy. A recent history of debt issued by the County can be found in Attachment 2.
- 2.2.3 General Obligation Bonds: One type of debt issued by the County is NID general obligation bonds. Principal and interest are paid from special assessments levied on properties within the NID. The county attaches a lien on the property to secure payment. In 1992, voters approved \$3,500,000 in general obligation bonds for the purpose of financing the construction and repair of roads and streets within the County. In 1997, voters approved \$5,500,000 in general obligation bonds for the purpose of constructing, installing, and extending main and lateral storm drains and sanitary sewer systems.
- 2.2.4. Hospital Revenue Bonds: Additionally, the County issues hospital revenue bonds. The Boone Hospital Board of Trustees (the "Hospital") is a legally separate entity for which the County is financially accountable, as debt issued for hospital operations must be approved by the County Commission. The Hospital's revenue bonds are issued by the County, though the County has no obligation to pay the long-term debt. Debt payments are made from lease revenues from hospital operations.
- 2.2.5 Additional information relevant to Bond Counsel Services may be found at these links:
- a. Boone County Debt Management Policy:  
<http://www.showmeboone.com/TREASURER/>
  - b. Comprehensive Annual Financial Reports:  
<http://www.showmeboone.com/AUDITOR/>
  - c. Boone County Budget Reports:  
<http://www.showmeboone.com/AUDITOR/>



### 3. SCOPE OF WORK:

#### 3.1 General Requirements:

- 3.1.1 The contractor shall provide the County with Bond Counsel Services which shall be defined as legal services in connection with the issuance of general obligation bonds, NID general obligation bonds, special revenue bonds, hospital revenue bonds and occasional refunding bonds. It is anticipated that NID general obligation bonds will be issued approximately once a year during the term of the agreement. Other types of bonds may be issued at various times during the term of the agreement.
- 3.1.2 The contractor shall be expected to familiarize itself, at its own cost, with a limited number of prior financings of the County.
- 3.1.3 All legal services shall be provided only at the request of the County Treasurer or his designee or the County Counselor. The contractor shall understand and agree that the contractor is not authorized generally to enter into discussions directly with the County's personnel or its customers, clients or other advisors.
- 3.1.4 For the purposes of the contract, the terms "contractor" and Bond Counsel" shall mean the same and be used interchangeably.

#### 3.2 Specific Tasks: Bond Counsel Services the contractor shall provide to the County shall include but shall not necessarily be limited to the following specific tasks:

- 3.2.1 Provide written and oral instructions and advice to the County covering the procedural and legal requirements for each financing and providing advice between financings on related legal matters.
- 3.2.2 Prepare, review, or advise the County with regard to resolutions, ordinances, notices, arbitration certificates, Commission Orders, petitions, ballot language, notices of election and other documents or procedures required in connection with financings.
- 3.2.3 Consult with the County Treasurer to ensure that all legal matters associated with the issue are understood and provided for, with particular attention during the debt planning phase to explain and ascertain the existence of the legal requisites for tax exempt status; and instructing the County on compliance with provisions of all applicable federal tax laws.
- 3.2.4 Prepare, review and deliver any documents related to financings, including but not limited to project financing agreements, participation agreements, trust indentures, bond purchase agreements, tax regulatory agreements, Internal Revenue Service forms, and closing documents.

- 3.2.5 Prepare and review preliminary official statements, official statements, and other disclosure documents necessary or appropriate to the authorization, issuance, sale or delivery of bonds and continuing disclosure. Assisting the County in meeting its obligations for continuing disclosure under SEC Rule 15c-12.
- 3.2.6 In consultation with the County Treasurer, prepare, review, and have printed official statements and other similar offering disclosure documents, including supplements (collectively referred to as "official statements") for applicable debt issues in compliance with disclosure requirements and guidelines of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission. Portions of information for the official statement will be supplied by the County. Bond Counsel shall draft, typeset and manage production and distribution of both physical copies and electronic copies of the official statements.
- 3.2.7 Provide an opinion to the County and others that the sections of the Official Statement are true and accurate, and correctly summarizing the documents they purport to summarize; providing a 10b-5 opinion expressing that no facts have come to the Bond Counsel's attention which would cause the Bond Counsel to believe that the Official Statement is materially false or misleading or that material information was omitted; and providing other customary supplemental opinions. Each opinion provided by the Bond Counsel must be authored and signed manually in the individual name of a qualified partner or principal of the Bond Counsel.
- 3.2.8 Deliver legal opinions regarding the due and lawful authorization and issuance of each bond issue, the exemption from federal and state taxes for those bonds issued on a tax-exempt basis, and delivery of such other legal opinions typically provided in connection with similar transactions.
- 3.2.9 Advise on federal and state tax and securities law matters and changes thereto, the investment and expenditure of bond proceeds, and the collection, investment, and application of monies used to pay debt service on bonds.
- 3.2.10 Review legal questions arising from post-issuance matters; performing such legal work as is necessary to resolve such issues.
- 3.2.11 Provide detailed instructions for complying with arbitrage rebate reporting requirements and assisting the County in preparing any information required by the Internal Revenue Service related to arbitrage reporting.
- 3.2.12 After delivery of bonds and/or notes, provide one bound and one unbound bond transcript and two copies of the bond transcript on CD-ROM or thumb drive.
- 3.2.13 Draft, analyze, advise, or comment on potential and enacted federal and state legislation, regulations and rules, County guidelines and other matters which may have an impact on the financing program and outstanding debt.
- 3.2.14 Participate in meetings with County officials and the County's financial advisor, rating agencies, underwriters, trustees and other parties as necessary or appropriate.

- 3.2.15 Provide general legal advice to the County which is related to potential new debt financings but is not yet part of a specific debt issue.
- 3.2.16 Provision any other legal services, advice or opinions, as requested, regarding the County's debt programs.
- 3.2.17 For each transaction that requires County approvals and authorizations, the Bond Counsel must, at least five (5) business days prior to any request for County approval or authorization, provide a letter to the County Counselor, written to the Presiding Commissioner or Treasurer, as appropriate, explaining in summary form the nature of the transaction, the purpose of each document that the County will be expected to sign or approve, and contain a statement that the Bond Counsel has either prepared or reviewed each of the subject documents and make an affirmative recommendation that the County approve and sign the documents as presented.
- 3.2.18 Participate in a post issuance evaluation process at the request of the County.
- 3.2.19 Provide all other services normally performed by bond counsel.

**3.3 Special Project Work:**

- 3.3.1 The County Treasurer may request, in writing, that Bond Counsel provide legal services or opinions that are outside specific tasks identified herein, but which are related to the County's debt management and financing, and evaluate or recommend potential financing structures or strategies, i.e., this shall be considered "Special Project Work." Special Project Work shall be performed by the contractor pursuant to a written agreement between the County and Bond Counsel entered into prior to the commencement of the Special Project Work that outlines the scope and estimated cost of the Special Project Work. Special Project Work shall be compensated at the hourly rates quoted on the Vendor Response and Pricing Pages, unless otherwise agreed to in writing by the County Treasurer. The County is only obligated to pay the Bond Counsel for Special Project Work if it is pursuant to and complies with the requirements of this section.

**3.4 Property of the County:**

- 3.4.1 All material produced under the resulting contract of the RFP shall belong to and remain property of the County. Use of it by the Bond Counsel shall be only with the advance written permission of the County. In the event the contract is terminated, the Bond Counsel shall provide the County or new counsel with any papers that the County has provided to the Bond Counsel pursuant to the contract.

**3.5 Assignment of Contract:**

- 3.5.1 The contractor shall not make any assignment of the resulting contractual agreement between the parties, in whole or in part, without the prior written authorization of the County, conspicuously presented and specifically approved.

**3.6 Conflict of Interest Requirements:**

3.6.1 Throughout the duration of the contract the contractor/Bond Counsel shall comply with the following requirements regarding Conflict of Interest:

3.6.1.1 The Bond Counsel shall owe a duty of loyalty to the County and shall be considered to be attorney(s) for the entire County and all its departments, agencies, branches, boards, commissions, and officers.

3.6.1.2 The Bond Counsel shall notify in writing and seek written waivers from the County Treasurer and County Counselor in each instance as soon as the Bond Counsel becomes aware that there may arise, there is, or there may be an actual or potential conflict of interest or if it is subject to litigation (or threatened litigation) or if it or any of its attorneys is the subject of a formal or informal governmental inquiry or investigation. Also, the Bond Counsel may seek a waiver from the County Treasurer and County Counselor prior to seeking to undertake non-County legal work, when the County response to such a request would be useful to the Bond Counsel. All waiver requests shall be conspicuous and shall at a minimum identify the nature of the potential conflict and the limitations that such a conflict would impose on the Bond Counsel's ability to represent the County's interests. The County reserves the right to decline to waive an actual or potential conflict in each case. All waivers shall be approved by the County Commission.

3.6.1.3 The Bond Counsel shall not engage in conduct that presents an actual or potential conflict of interest as defined in this section, unless the County Treasurer and County Counselor waives the conflict or potential conflict. The County recognizes that attorneys in the Bond Counsel's firm from time to time represent clients seeking permits and approvals from County offices. The Bond Counsel represents that all such representations that presently exist are shown in the attached labeled "**Client Representation Listing.**" The County agrees that the representations shown in the "**Client Representation Listing**" in and of themselves, do not currently constitute a conflict. The Bond Counsel shall (i) every twelve months during the term of the contract provide the County with a current listing of all representations of clients seeking permits or approvals from County offices or contemplating or having any other type of interaction with the County, indicating by asterisk or other notation which of those clients have been added to the list since the last compilation provided to the County and also for which listed clients a new such matter has been undertaken since the last compilation, and (ii) promptly inform the County Treasurer and County Counselor of any representation of clients seeking such permits or approvals or of any other representation that in Bond Counsel's reasonable judgment has become or may develop into a situation adverse to the interests of the County. Upon such notification under (i) or (ii), the County shall, within ten (10) work days after full disclosure by the Bond Counsel of the material facts, determine either that the representation does not constitute a conflict of interest or that a conflict does or may exist. If the County in its sole discretion determines that a



conflict does or may exist, the County, at its option, may waive the conflict with or without specific conditions or limitations, may engage other Bond Counsel, or may terminate the contract.

3.6.1.4 At a minimum, a conflict of interest includes conflicts described in the Rules of Professional Conduct. Furthermore, under the contract with the Bond Counsel, a conflict of interest shall be deemed to exist whenever the Bond Counsel.

- a. In any manner, directly or indirectly, participates in or benefits from a debt issuance transaction upon which Bond Counsel has provided or is providing advice, except for the payments from the County under the subject contract with the County and any attorney's fees disclosed to the County; or
- b. Provides advice or participates in any transaction that is, or would appear to a reasonable person to be, in conflict or incompatible with the proper duties of Bond Counsel as provided in the subject contract, or which would affect, or would appear to a reasonable person to affect, the independent judgment of Bond Counsel; or
- c. Acts as underwriter's counsel for, or in any other capacity becomes involved with, any County-sponsored debt during the term of the subject contract without express advance written approval of the County Treasurer and County Counselor.

3.6.1.5 The contractor's failure to comply with the Conflict of Interest section shall be considered a material breach of the contract. The County may impose either or both the following sanctions for failure to comply with this section: suspension of the contract and/or termination; or disqualification of the Bond Counsel from eligibility for providing services to the County for a period of not to exceed two (2) years.

### 3.7 Other Contractual Requirements:

3.7.1 Contract Terms and Conditions: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.7.2 Contract Period: The initial contract period shall run **Date of Award through Five (5) Years**. The County reserves the right to extend the agreement beyond this initial contract period, with the concurrence of the contractor, for a maximum of two (2) one-year renewals.

3.7.3 Contract Termination: The County may terminate the agreement with any firm selected pursuant to this RFP prior to the expiration of the term of service with 60-days written notice. Any transaction initiated prior to the ending date of the term of service, for which



a material amount of time or expense has been incurred, will be completed by Bond Counsel although the closing might occur following the end of the term of service.

- 3.7.4 Principal Attorney: In the event the principal attorney assigned to the County is removed from the engagement by the firm, the County requires 30-days written notice, when feasible. The County has the ability to request at any time a substitution of the principal attorney by providing 30-days written notice to the firm.
- 3.7.5 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach but is not required to do so.
- 3.7.6 Non-Appropriation Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.7.9 The County will compensate the Bond Counsel based upon the size and complexity of each financing, including issuance of bonds, notes, leases, and other types of indebtedness for the services including, but not limited to, those described in Scope of Work herein. The Bond Counsel will be paid from the proceeds of the debt issuance upon satisfactory completion of the issuance and submission to the County Treasurer of an invoice detailing the work performed. If the debt is not sold, the Bond Counsel shall not receive payment for work.
- 3.7.10 Fees will be structured with a fixed dollar minimum amount per issue, or variable rate, if greater than the minimum. For NID general obligation bonds, the contractor shall include separate pricing for first issuance work performed by the contractor's firm, and pricing for successive issuances.
- 3.7.11 **Note:** The County will reimburse the contractor for any reasonable out-of-pocket expenses incurred in connection with any **Special Project Work** such as travel. The contractor shall understand and agree that the County will not reimburse the contractor for travel to the County for meetings, and also including, postage and delivery charges to the County. Additional charges for secretarial services, photocopies, telephone calls and faxes shall not be billed to the County.



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1. Submission of Proposals:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. The offeror should also include an **electronic copy of the proposal on a removable storage drive (e.g., USB memory stick)**.

a. The offeror must submit the sealed proposal to:

Boone County Purchasing Department  
Attn: Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on Monday, March 30, 2020**. Proposals will not be accepted after this date and time.

4.1.2 Terms and Conditions: The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County govern.

4.1.3 Offeror's Note: Offerors are cautioned about the use of specific words in the RFP. Where the words "**must**" or "**shall**" are used, they signify a required minimum task/requirement/feature/capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the task/requirement/feature/capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.

##### 4.2 Organization of Proposal:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- c. The offeror is advised that the proposal should, at a minimum, address all mandatory services & etc. Responses will fully describe how the service will be performed for the County.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

#### **4.3 Offeror's Contacts with Purchasing:**

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

#### **4.4 Validity of Proposal Response:**

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

#### **4.5 Evaluation of Proposals:**

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, and other relevant information such as conflict of interest disclosure, etc.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Page, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

- 4.5.3 After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost must be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.
- 4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
  - b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which it considers of the best during the initial evaluation phase.
  - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
  - d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.
- 4.5.5 All proposals will be reviewed by an Evaluation Committee assigned by the County. The committee may engage in individual discussions and interviews with offerors deemed fully qualified and suitable on the basis of initial responses. Additionally, as part of the selection process, the County reserves the right to contact any or all respondents by phone or email as necessary and appropriate to clarify certain information in the proposal. Offerors shall understand and agree that repetitive informal interviews are permitted as part of the County's evaluation process.
- 4.5.6 The selection committee will make its selection based upon, but not limited to, the following criteria. The County reserves the right to use a ranking/scoring system or not as determined to be in its best interests.
- a. The firm's willingness to follow the guidelines in this RFP and the clarity of the response.
  - b. Clearly demonstrating an understanding of the work to be performed and the ability, knowledge, resources and expertise to provide Bond Counsel services to the County.

- c. Particular emphasis in the selection process will be placed on the background, qualifications, experience and service of the offeror's firm's legal staff in the area of public finance as well as related local government practice areas. It is important that the offeror's firm has sufficient depth of talent and experience in municipal bond law, securities law, disclosure law, tax law, and local government law.
- d. Accessibility and/or availability of the offeror's firm's personnel to the County of Boone, Missouri for consultation and advice.
- e. The offeror's firm's interview(s).
- f. Cost effectiveness and competitiveness of price for levels of services performed. **Note:** In the cost evaluation, the proposed fee structure will be applied to four (4) hypothetical bond issuances: i) \$20 million special obligation bond; ii) \$20 million hospital revenue bond; iii) \$200,000 NID general obligation bond, new money, and iv) \$200,000 NID general obligation bond, successive issue.
- g. The County's prior experiences, if any, with the offeror's firm and any other factors the County believes would be in its best interest to consider, including existence of conflicts of interest.
- h. Related investigations and regulatory proceedings involving the firm will be taken into account, depending upon the nature and significance of the proceedings.

#### 4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



## 5. VENDOR RESPONSE AND PRICING PAGES

5.1 The offeror should submit three (3) complete copies, plus one electronic copy on thumb drive, of the offeror's proposal response in a single-sealed envelope, clearly marked on the outside, left corner with the offeror's company name and return address, the Request for Proposal number and the proposal opening due date and time. In addition, the offeror shall complete the following as indicated below and submit said completed form with each copy of the proposal response.

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's company in a contract with the County.)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Contact Name and E-Mail Address to receive documents for electronic signature:

\_\_\_\_\_

Check One: Corporation   
 Partnership – Name  \_\_\_\_\_  
 Individual Proprietorship – Individual Name

\_\_\_\_\_  
 Other – Specify

\_\_\_\_\_

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Proposal, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and

conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder.

Type/Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

**NOTE:** The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

*(Continued on next page)*

## 5.2 PRICING:

The County will compensate the Bond Counsel based upon the size and complexity of each financing, including issuance of bonds, notes, leases, and other types of indebtedness for the services including, but not limited to, those described in Scope of Work herein. The Bond Counsel will be paid from the proceeds of the debt issuance upon satisfactory completion of the issuance and submission to the Boone County Treasurer of an itemized invoice detailing the work performed. If the debt is not sold, the Bond Counsel shall not receive payment for work.

Fees must be structured with a fixed dollar minimum amount per issue, or variable rate, if greater than the minimum. For NID general obligation bonds, include separate pricing for first issuance work performed by the firm, and pricing for successive issuances.

Note: For purposes of calculating fees, a financing is considered to be a single issue as long as the various components of the issue are developed in a single process. Fees for a single issue with two or more series will be calculated on a pro-rata basis.

Quote below the offeror's firm's fees for each financing type according to the following schedule:

Type	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue
5.2.1 GO Bond, New Money		
5.2.2 GO Bond, Refunding		
5.2.3 NID GO Bond, New Money – First Issue (Temporary Notes)		
5.2.4 NID GO Bond, New Money – Successive Issue (Final Bonds)		
5.2.5 NID GO Bond, Refunding		
5.2.6 Hospital Revenue Bond, New Money		
5.2.7 Hospital Revenue Bond, Refunding		
5.2.8 SO Bond, New Money		
5.2.9 SO Bond, Refunding		



5.2.10 Certificates of Participation		
5.2.11 Temporary Notes		

**5.2.12 SPECIAL PROJECT WORK:**  
 Present below the offeror's firm's proposed fee structure for assigned individuals for **Special Project Work** as defined herein:

Name of Individual – with Job Classification/Title	Per Hour Price
	\$
	\$
	\$

EXAMPLES USING ABOVE FEE STRUCTURE	Bond Counsel Fee Only	Bond Counsel Fee with Official Statement
5.2.12.1 \$20 Million Special Obligation Bonds (New Money)	\$	\$
5.2.12.2 \$20 million Hospital Revenue Bonds (New Money)	\$	\$
5.2.12.3 \$200,000 NID General Obligation Bonds First Issue (Temporary Notes)	\$	\$
5.2.12.4 \$200,000 NID General Obligation Bonds Successive Issue (Final Bonds)	\$	\$

\*\*\*\*\*

**5.3. Offeror's Headquarters:** Provide a description of your firm that includes the location of the firm's headquarters and the office which will serve the County, firm ownership, the length of time your firm has been in business, the number of partners and associates, and an overview of services offered. Include if your firm is listed in Bond Buyer's Municipal Marketplace (the "Red Book"). Also provide the primary contact for the County.

Offeror's Firm Headquarters Location:

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Office that will serve the County:

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Offeror's Firm Ownership:

---

Length of Time Offeror's Firm Has Been Business:

---

Number of Partners:

---

Number of Associates:

---

Overview of Services offered:

---

Is Offeror's Firm listed in the Bond Buyer's Municipal Marketplace (Red Book):

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**5.4 Offeror's Experience and Reliability:**

**5.4.1 Company History:** Provide a brief description of the offeror's firm business history in regard to both the Missouri and the national markets with particular emphasis on bond counsel services:

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**5.4.2 Vendor's References:**

The offeror should provide a minimum of five (5) recent references, similar to the County, for whom the firm has provided the type of services described herein. Denote where the individuals assigned by the firm to the County have worked. If the offeror intends to provide more than five references, the offeror is advised to copy the format presented here to display additional reference contacts.

Please also include the following information in the space provided for each reference:

- a. Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.)
- b. Type of issue (general obligation, advanced refunding, revenue, etc)
- c. Size of issue and term of bonds
- d. Manner in which sold (competitive bid, negotiated, or private placement)
- e. Date of issue
- f. Use of derivative products and type of product
- g. Form of Bond Counsel opinion used
- h. The issuer name, and the name and phone number of the individual the County has permission to contact

**REFERENCE 1:**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):  
\_\_\_\_\_

Type of issue (general obligation, advanced refunding, revenue, etc.):  
\_\_\_\_\_

Size of issue and term of bonds:

Manner in which sold (competitive bid, negotiated, or private placement):

Date of issue: \_\_\_\_\_

Use of derivative products and type of product:

Form of Bond Counsel opinion used:

The issuer name, and the name and phone number of the individual the County has permission to contact:



**REFERENCE 2:**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):

Type of issue (general obligation, advanced refunding, revenue, etc.):

Size of issue and term of bonds:

Manner in which sold (competitive bid, negotiated, or private placement):

Date of issue: \_\_\_\_\_

Use of derivative products and type of product:

Form of Bond Counsel opinion used:

The issuer name, and the name and phone number of the individual the County has permission to contact:

**REFERENCE 3:**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):

\_\_\_\_\_

Type of issue (general obligation, advanced refunding, revenue, etc.):

\_\_\_\_\_

Size of issue and term of bonds:

\_\_\_\_\_

Manner in which sold (competitive bid, negotiated, or private placement):

\_\_\_\_\_

Date of issue: \_\_\_\_\_

Use of derivative products and type of product:

\_\_\_\_\_

Form of Bond Counsel opinion used:

\_\_\_\_\_

The issuer name, and the name and phone number of the individual the County has permission to contact:

**REFERENCE 4:**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):

\_\_\_\_\_

Type of issue (general obligation, advanced refunding, revenue, etc.):

\_\_\_\_\_

Size of issue and term of bonds:

\_\_\_\_\_

Manner in which sold (competitive bid, negotiated, or private placement):

\_\_\_\_\_

Date of issue: \_\_\_\_\_

Use of derivative products and type of product:

Form of Bond Counsel opinion used:

The issuer name, and the name and phone number of the individual the County has permission to contact:

\_\_\_\_\_

**REFERENCE 5:**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):

\_\_\_\_\_

Type of issue (general obligation, advanced refunding, revenue, etc.):

\_\_\_\_\_

Size of issue and term of bonds:

\_\_\_\_\_

Manner in which sold (competitive bid, negotiated, or private placement):

\_\_\_\_\_

Date of issue: \_\_\_\_\_

Use of derivative products and type of product:

\_\_\_\_\_

Form of Bond Counsel opinion used:

The issuer name, and the name and phone number of the individual the County has permission to contact:

5.4.3. Experience Similar to Boone County: Describe below in the available space, or attach a detailed listing, that demonstrates the offeror's expertise working with government agencies, particularly those having similar organization, size and growth patterns as the County of Boone, Missouri. Emphasize the offeror's firm's strength/expertise in any areas that the offeror believes the County should consider in its selection of a Bond Counsel:

**5.5 Personnel Expertise Summary:**

The following is a checklist of supplementary information the offeror should include in their proposal pertaining to the expertise of personnel proposed to provide Bond Counsel services for the County.

5.5.1.  The offeror should provide work biographies/resumes of the individuals who will be assigned to the engagement, relevant education, special training, and experience of each in local governments and hospital bond transactions. Include at least one principal in this list.

5.5.2.  Specifically list individuals in the firm who will serve as bond counsel, tax counsel, and disclosure counsel, and describe anticipated division of duties among partners, associates, and paralegals. If any additional lawyers with the offeror's firm may be available for consultation, identify them and their specialized expertise.

5.5.3. Provide the name, address, phone number, fax number and email address of the firm's lead attorney for this engagement.



**Lead Attorney:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Hours of Availability: \_\_\_\_\_

5.5.4.  Submit a statement referencing that those individuals assigned to represent the County in bond matters are in good standing with the **Missouri Bar**.

5.5.5. If different than the lead attorney identified above, the offeror should identify the primary contact at the vendor's firm who will perform as a single point of contact for the County regarding provision of Bond Counsel Services:

**Primary County Contact:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Hours of Availability: \_\_\_\_\_

5.6. **On-Going Knowledge Acquisition:** Describe how the offeror's firm will assure that it is aware on a continuing basis of current information that may affect the financial, legal, federal and state legislation, or regulatory factors that may impact the County. Describe how this will be communicated to the County, and include any related training offered by your firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.7. **Debt Compliance:** Describe how the offeror's firm will ensure debt issuance and outstanding debt compliance with all applicable statutes, laws, and regulations during the length of the contract:

\_\_\_\_\_  
\_\_\_\_\_

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**5.8. Federal Tax Law:** The offeror in the space below should address the following inquiries regarding federal tax law:

a. Has the offeror's firm ever represented a government agency on a random audit by the IRS? If so, what was the outcome?

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b. Has a federal tax opinion delivered by the offeror's firm during the past ten (10) years been invalidated or overturned?

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c. Describe any financing for which the offeror's firm or lawyers proposed to be assigned to the County's work have rendered any opinion which has resulted in the loss of tax exemptions on bonds issued by clients.

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**5.9. Professional Liability Insurance:** Describe the type and amount of professional liability insurance the offeror's firm carries.

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**5.10. Regulatory Violations:** Provide a statement of assurance that the offeror's firm is not currently in violation of any regulatory agency rule or, if in violation, provide an explanation as to why the violations would not have material adverse impact on the offeror's firm's ability to perform as Bond Counsel for the County of Boone, Missouri:

**5.11. Complaint/Dispute Resolution:** Describe the process to resolve complaints or disputes between Bond Counsel and the County.

**5.12. Review:** Describe how Bond Counsel should be evaluated after a financing.

**5.13. Conflicts of Interest:** Identify any material litigations, administrative proceedings or investigations in which the firm is currently involved, or which may be threatened. Please indicate the current status or disposition of such litigation, administrative proceedings or investigations. **Attach this response, and the response to the items below, in a listing labeled "Client Representation Listing."** At a minimum, a conflict of interest includes conflicts described in the Rules of Professional Conduct. Furthermore, under a prospective contract, a conflict of interest will be deemed to exist whenever the Bond Counsel:

- a. in any manner, directly or indirectly, participates in or benefits from a debt issuance transaction upon which Bond Counsel has provided or is providing advice, except for the payments from the County under a contract with the County;
- b. provides advice or participates in any transaction that is, or would appear to a reasonable person to be, in conflict or incompatible with the proper duties of Bond Counsel as provided in a contract with the County, or which would affect, or would appear to a reasonable person to affect, the independent judgment of Bond Counsel;

- c. acts as underwriter's counsel for, or in any other capacity becomes involved with, any County-sponsored debt during the term of a contract with the County without express advance written approval of the County Treasurer and County Counselor.

*(The offeror should complete and return with the proposal)*

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

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Name and Title of Authorized Representative

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Signature

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Date

*(The offeror should complete and return with the proposal)*

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

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

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

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

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

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

Liz Palazzolo  
Senior Buyer



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

### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<https://www.e-verify.gov/>

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

<https://www.e-verify.gov/employers>

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





*(The offeror should complete and return with the proposal only if applicable)*

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

**Options**

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Certification of Individual Bidder (Option #2))**  
*- see previous page -*

State of Missouri )  
 )ss  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:



**"No Bid" Response Form**

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

Liz Palazzolo, Senior Buyer  
(573) 886-4392 Fax: (573) 886-4390  
E-Mail: lpalazzolo@boonecountymmo.org

**"NO BID RESPONSE FORM"**

**NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID**

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

**Bid: RFP #04-30MAR20 – BOND COUNSEL SERVICES**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for Not Submitting Proposal Response :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

*Revised 1/17/2018*

*End of Document*

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

July Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

7th

day of

July

2020

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 16-30SEP20E – Summer Meals for Kids Program to Harrisburg R-VIII School District.

Terms of the award are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 7th day of July 2020.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Jane M. Thompson*  
Jane M. Thompson  
District II Commissioner

# Boone County Purchasing

**Liz Palazzolo**  
Senior Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, CPPB  
DATE: June 29, 2020  
RE: Emergency Purchase Agreement: *16-30SEP20E - Summer Meals for Kid's Program with Harrisburg R-VIII School District*

Attached for signature is a contract for a non-bid, emergency services contract:  
*16-30SEP20E - Summer Meals for Kid's Program.*

Harrisburg will hold summer school the last two weeks of July and the first week of August. This contract will provide breakfast and lunch to 225 students from date of contract award until summer school begins.

The contract is with Harrisburg R-VIII School District in Harrisburg, Missouri. The total cost of the agreement is \$106,560.00 and payments will be made from department 2161 - CCS Funding Opportunities, account 71100 - Outside Services. The fixed price for congregate meals is \$5.92/meal for 18,000 meals.

There is currently a remaining budget of \$644,187.00.

/lp

Attachment

cc: Contract File

## MEMO

**DATE:** July 2, 2020

**TO:** Boone County Commissioners

**FROM:** Joanne Nelson

**SUBJECT:** Boone County School District Summer Feeding Information

Please find below information requested during the July 2, 2020 Commission Meeting regarding the summer feeding programs for Boone County School Districts. This chart will provide detailed information on each of the six districts summer feeding requests.

Meals			
School District	Cost/Meal	# of Meals	Total Food Cost
<b>Centralia R-VI</b>	-----	-----	-----
Centralia will be hosting summer school from July 20-August 14. They qualified for DESE's Seamless Summer program and will continue feeding until June 30. They may be able to continue feeding through July based on DESE. <b>They did not request funding for food through CoMoHelps.</b>			
<b>Columbia Public Schools</b>		<b>+1,300<sup>1</sup></b>	<b>\$90,000.00<sup>2</sup></b>
<b>Request was filled by Heart of Missouri United Way (\$75,000), Veteran's United Foundation (\$10,000), and Community Foundation of Central Missouri (\$5,000) on May 18, 2020.</b>			
<b>Hallsville R-IV</b>	-----	-----	-----
Hallsville will be hosting summer school from July 13-July 31. They will provide summer feeding during summer school. The district normally doesn't qualify for Seamless Summer. <b>They did not request funding for food through CoMoHelps.</b>			
<b>Harrisburg</b>	<b>\$5.92<sup>3</sup></b>	<b>18,000<sup>4</sup></b>	<b>\$106,560.00</b>
Harrisburg will hold summer school during last 2 weeks of August and the first week of September. Harrisburg has requested funding to provide breakfast and lunch between 6/22/2020 through their Summer School programming. They have additional expenses with food delivery as it is not realistic for the community to come to various drop off spots. DESE did not extend Harrisburg's Seamless Summer Program. <b>Request was made through CoMoHelps on 5/28/2020.</b>			
<b>Sturgeon</b>	-----	-----	-----
<b>Sturgeon did not request funding for food through CoMoHelps.</b>			
<b>Southern Boone</b>	<b>\$5.50</b>	<b>6,391</b>	<b>\$35,159.00</b>
Southern Boone will host summer school from July 6-July 30. They will provide feeding in the classrooms. Southern Boone does not qualify for the Seamless Summer option through DESE due to their free and reduced lunch rate (F&RL). Funding would cover the costs for non F&RL children. <b>Request was made through CoMoHelps on 5/29/2020. Request was filled by Community Foundation of Central Missouri (\$10,000), Heart of Missouri United Way (\$10,159.00), and Veteran's United Foundation (15,000).</b>			
	<b>\$5.50-\$5.92 (Range of costs/meal)</b>		<b>Total requests from districts: \$231,710.50<sup>2</sup></b>
<b>Notes:</b>			
<sup>1</sup> Application doesn't clearly state the # of meals for duration to calculate			
<sup>2</sup> \$90,000 request from CPS has already been filled			
<sup>3</sup> \$2,664/225 individuals = \$11.84/2 meals a day = \$5.92			
<sup>4</sup> 225 students x 2 meals/day = 450 meals/day x 5 days/week = 2,250 meals/week x 8 weeks = 18,000			

As a reminder, COMOHELPS is a joint effort of Boone County, City of Columbia, Community Foundation of Central Missouri, Heart of Missouri United Way, and Veterans United Foundation. This funding collaborative is working together to maximize funding to meet the needs of local nonprofits, community partners, and governmental agencies during the COVID-19 pandemic.

Feel free to contact me with any further questions.





**AGREEMENT FOR PURCHASE OF SERVICES**  
**Purchase of Emergency Service Contract**  
**Summer Meals for Kids Program**

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**THIS AGREEMENT** dated the 7<sup>th</sup> day of July, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "**BCCSB**" and **Harrisburg R-VIII School District** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **HARRISBURG**.

**WHEREAS**, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children's Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

**WHEREAS**, HARRISBURG has submitted a complete Request for Funding Proposal Application to the BCCSB detailing the services and other supports to be provided; and

**WHEREAS**, the BCCSB has approved the Request for Funding Proposal in whole or in part as hereinafter set forth.

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

**FUNDING ALLOCATION FOR SERVICES RENDERED BY HARRISBURG**

HARRISBURG is expected to the greatest extent possible to maximize funding from all other sources. HARRISBURG shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. HARRISBURG shall only request reimbursement for services not reimbursable by any other source. HARRISBURG shall not invoice the Children's Services Fund for units of service invoiced to another funding source. HARRISBURG shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy**. The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** HARRISBURG will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of Boone County Emergency Declaration Number 16-30SEP20E (COVID-19), HARRISBURG's quote, Work Authorization, Insurance Certificate, and attached Required Clauses from Federal Emergency Management Agency. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over HARRISBURG's quote.

3. **Purchase.** The BCCSB agrees to purchase from HARRISBURG and HARRISBURG agrees to furnish the **Summer Meals for Kids Program** and their families, as described and in compliance with the attached quote. Access to summer meals will be made available to children and their families residing in the Harrisburg R-VIII School district in Boone County. Services/deliverables shall be provided as outlined in the attached information. The total allowable compensation under this agreement shall not exceed **\$106,560.00** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the Date of Award and extend through September 30, 2020 subject to the provisions for termination specified below. HARRISBURG agrees and understands that the BCCSB may require supplemental information to be submitted at the request of BCCSB.

This contract may at the sole discretion of the BCCSB and with the agreement of HARRISBURG be extended for one-month periods by written order of the BCCSB. HARRISBURG agrees and understands that the BCCSB may require supplemental information to be submitted by HARRISBURG prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Emergency Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Service Name	Unit Measure	Unit Rate	Proposed # of Units	Total Amount Requested
Congregate Meals	One meal	\$5.92	18,000	\$106,560.00

All billing shall be invoiced monthly to the County by the 10<sup>th</sup> of the month following the month for which services were provided. The BCCSB agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of HARRISBURG, the BCCSB agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

### **REPORTING, MONITORING, AND MODIFICATION**

7. **Reporting.** The BCCSB shall utilize this agreement with HARRISBURG's quote to monitor service delivery and program expenditures. HARRISBURG agrees to submit to the BCCSB a monthly report with the monthly statement. Payments may be withheld from HARRISBURG if reports designated here are not submitted on time, until such time as the reports are filed and approved. Monthly reporting requirements will include but are not limited to information regarding the number of meals provided and the number of unduplicated individuals served.

8. **Audits.** HARRISBURG also agrees to make available to the BCCSB a copy of its annual audit within four months after the close of HARRISBURG's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to the BCCSB program activities be made available to the BCCSB as part of the required audit. Payment may be withheld from HARRISBURG, if reports designated here are not made available upon request.

9. **Monitoring.** HARRISBURG agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and HARRISBURG's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, HARRISBURG hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event HARRISBURG requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the BCCSB for approval. A board resolution from HARRISBURG may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

## OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with HARRISBURG's policies and procedures and in accordance with any local/state/federal regulations. Services for Independent Living agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. HARRISBURG must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** HARRISBURG will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CSF to be used for Services Provided.** HARRISBURG agrees that the CSF funds shall be used exclusively for the services provided to address community health needs and for administrative costs directly related to HARRISBURG's provision of such services.

14. **Accreditation/Licensure/Certifications.** HARRISBURG must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** HARRISBURG agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and HARRISBURG, and this shall include any transaction in HARRISBURG party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** HARRISBURG may enter into subcontracts for components of the contracted service as HARRISBURG deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, HARRISBURG and subcontractor shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** HARRISBURG agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. HARRISBURG shall require each subcontractor to affirmatively state in its Agreement with HARRISBURG that the subcontractor shall not knowingly employ, hire for employment, or

continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide HARRISBURG a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** HARRISBURG agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against HARRISBURG or any individual acting on the HARRISBURG's behalf, including subcontractors, which seek to enjoin or prohibit **HARRISBURG** from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If HARRISBURG ceases to be funded by the BCCSB or ceases to provide programs and services to address community health needs, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the HARRISBURG. In addition, if HARRISBURG no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, HARRISBURG will need BCCSB approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event HARRISBURG, at any time, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to HARRISBURG as set out herein. This contract will be terminated at the option of the BCCSB.

21. **Termination.** This Contract may be terminated, with or without cause, by either party upon seven (7) days written notice to the other party. In addition, this agreement may be terminated by the BCCSB upon seven (7) days' advance written notice for any of the following reasons or under any of the following circumstances:

a. The BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or

b. The BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the BCCSB, or

c. The BCCSB may terminate this agreement should HARRISBURG fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, HARRISBURG shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The BCCSB shall

reimburse HARRISBURG for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

**22. Insurance Requirements.** HARRISBURG shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

**a. Worker's Compensation and Employers' Liability Insurance:** HARRISBURG shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, HARRISBURG shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by HARRISBURG.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

**b. Comprehensive General Liability Insurance:** HARRISBURG shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. HARRISBURG shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

HARRISBURG shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of HARRISBURG in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to HARRISBURG.

c. **Professional Liability Insurance:** HARRISBURG is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

d. **Commercial Automobile Liability:** HARRISBURG shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the HARRISBURG's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

23. **Indemnification.** To the extent permitted under Missouri law, HARRISBURG agrees to hold harmless, defend and indemnify the BCCSB, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of HARRISBURG (meaning anyone, including but not limited to consultants having a contract with HARRISBURG or subcontractor for part of the services), or anyone directly or indirectly employed by HARRISBURG, or of anyone for whose acts HARRISBURG may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

24. **Publicity by Independent Living Services.** HARRISBURG shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. HARRISBURG will acknowledge the BCCSB as a funding source whenever publicizing CSF funded program. HARRISBURG will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. HARRISBURG agrees to acknowledge the Children's Services fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and HARRISBURG. The BCCSB does not recognize any of the HARRISBURG employees, agents, or volunteers as those of the BCCSB.

26. **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.

27. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

28. **Record Retention Clause.** HARRISBURG shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the

terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

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

Any written notice or communication to HARRISBURG shall be mailed or delivered to:

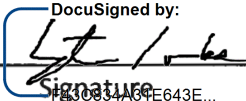
Harrisburg R-VIII School District  
Attn: Steve Combs  
1000 S. Harris Street  
Harrisburg, MO 65256

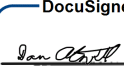
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**Harrisburg R-VIII School District**

**Boone County, Missouri**

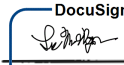
By: Boone County Commission

By:  \_\_\_\_\_  
Signature

By:  \_\_\_\_\_  
Presiding Commissioner

By: Steve Combs  
Printed Name/Title

By: Boone County Children's Services Board

 \_\_\_\_\_  
Board Chair

APPROVED AS TO FORM:


ATTEST:

 \_\_\_\_\_  
County Counselor

 \_\_\_\_\_  
County Clerk

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



DocuSigned by: 	6/30/2020	<b>(2161/71100/\$106,560.00)</b>
Signature 97B4E3F1C847D...	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

**REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

**ACCESS TO RECORDS**

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **ENERGY POLICY AND CONSERVATION ACT**

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

#### **ROYALTIES AND PATENTS**

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price

shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

#### **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION**

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

#### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

## **DEBARMENT AND SUSPENSION**

### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

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

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with

a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **DHS SEAL, LOGOS AND FLAGS**

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)**

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will

take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

#### **COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)**

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

#### **DAVIS-BACON ACT (Construction \$2K+)**

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

#### **SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)**

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

#### **REMEDIES**

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in



contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

## **TERMINATION**

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

## **CHANGES**

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

## **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

## CERTIFICATION REGARDING LOBBYING

### *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

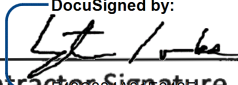
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

DocuSigned by:  
  
\_\_\_\_\_  
Contractor Signature

6/29/2020  
\_\_\_\_\_  
Date

**ATTACHMENT A**

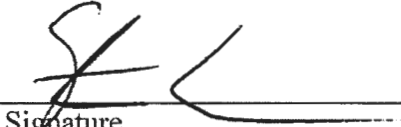
**(Please complete and return with Proposal Response)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Steve Combs, Superintendent  
 Name and Title of Authorized Representative Harrisburg R-VIII School District  
  
 Signature \_\_\_\_\_ Date 06.18.2020

3A

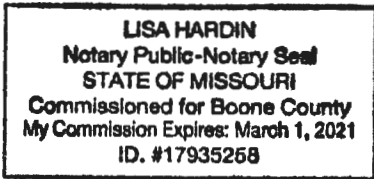
**ATTACHMENT B**

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

County of Boone )  
 ) ss  
State of Missouri )

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

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



[Signature] 6/18/20  
Affiant Date

Steve Combs  
Printed Name

Subscribed and sworn to before me this 18 day of June, 2020.

[Signature]  
Notary Public

**Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**





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**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the HARRISBURG R-VIII SCHOOL DISTRICT (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

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

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

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

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV SERVICE PROVISIONS**

##### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V MODIFICATION AND TERMINATION**

##### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





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**B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

**ARTICLE VI  
PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,





Company ID Number: 189683

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



Company ID Number: 189683

**Approved by:**

<b>Employer</b> HARRISBURG R-VIII SCHOOL DISTRICT	
<b>Name (Please Type or Print)</b> LYNN PROCTOR	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/11/2009
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/11/2009

# E-Verify



Company ID Number: 189683

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	HARRISBURG R-VIII SCHOOL DISTRICT
Company Facility Address	1000 S HARRIS HARRISBURG, MO 65256
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	436004334
North American Industry Classification Systems Code	611
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 189683

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

MISSOURI

1 site(s)



Company ID Number: 189683

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name                   LORI SHULTZ  
Phone Number       (573) 875 - 5604 ext. 5492  
Fax Number  
Email Address       shultzl@harrisburg.k12.mo.us

Name                   SHERRY GLYDEWELL  
Phone Number       (573) 875 - 5604 ext. 702  
Fax Number  
Email Address       glydewes@harrisburg.k12.mo.us

#52

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Tuesday, May 26, 2020 1:24:57 PM  
**Last Modified:** Tuesday, May 26, 2020 1:52:36 PM  
**Time Spent:** 00:27:38  
**IP Address:** 207.160.167.2

Page 1: About the CoMoHelps COVID-19 Fund

**Q1**

Are you completing this application for an organization or an individual?

**I am completing this application on behalf of an organization.**

Page 2: COVID-19 Fund Application

**Q2**

Contact Information for COVID-19 Funds Application

Name	<b>Steve Combs</b>
Organization	<b>Harrisburg RVIII</b>
Address	<b>1000 South Harris</b>
City/Town	<b>Harrisburg</b>
State/Province	<b>MO</b>
ZIP/Postal Code	<b>65256</b>
Email Address	<b>combss@harrisburg.k12.mo.us</b>
Phone Number	<b>573875604</b>

**Q3**

Please briefly describe your organization, its mission/purpose, legal status (e.g. LLC, 501 (c)3, etc.), and your service area.

Harrisburg RVIII School District.

**Q4**

**Both**

Please categorize your funding request.

**Q5**

Please describe the need for funding in relation to the pandemic. Please be detailed and include the time frame of your observation (for example: we've seen an increase in requests for financial assistance related to COVID-19 job losses since March 20, 2020; due to social distancing measures which required us to close our doors to business we've seen a 75% drop in revenue (y-t-d) as of March 20, 2020).

As a public entity, we rely on public funding. We are experiencing withholds at the state level for funding. We don't qualify for extended food services through the state. We would like to continue to feed disadvantaged youths in our district.

**Q6**

Have you met the need to-date? If so, how? If not, what are the barriers?

Our funding for food services expired on May 19, 2020.

**Q7**

Answer as applicable: Using the Boone County Taxonomy of Services (updated on November, 2019), please list the service(s) need the COVID-19 funds will help meet, followed by the number of unduplicated individuals covered in your request for that service (for example: food distribution, 50; grocery shopping and delivery, 50; home delivered meals, 25). The taxonomy provides definitions to common terms for shared understanding.

Service 1	<b>Food prep, 2</b>
Service 2	<b>Home delivered meals, 10</b>

**Q8**

Answer as applicable: Please describe needs for funds related to adapting service delivery and operations to mitigate the spread of COVID-19 (for example: technology to enable remote work).

We were delivering two meals per day to 225 individuals per day. All deliveries were made by personal vehicles.

**Q9**

Answer as applicable: How many total unduplicated individuals will be served by this request? (estimate)

225

**Q10**

What is the total dollar amount of your request?

\$2,664 a day @ 5 days a week for 8 weeks= \$106,560

## Q11

Please provide a budget narrative for this fund request. The budget narrative will include a unit measure, cost, and count for each service or item described above (for example: 10 software licenses @\$25/ea, 100 meals @\$7/meal).

225 lunches @ \$3.48 = \$783

225 breakfast @ \$2.55 = \$573

Two prep workers @ \$15 per hour for 7 hours = \$210

Ten delivery drivers @ \$15 per hour for 2 hours = \$300

.42 per mile @ 190 miles per day = \$798



## Boone County School District Requests

Meals			
School District	Cost/Meal	# of Meals	Total Food Cost
<b>Centralia R-VI</b>	-----	-----	-----
Centralia will be hosting summer school from July 20-August 14. They qualified for DESE's Seamless Summer program and will continue feeding until June 30. They may be able to continue feeding through July based on DESE.			
<b>Columbia Public Schools</b>		<b>+1,300<sup>1</sup></b>	<b>\$115,000.00<sup>2</sup></b>
Columbia Public Schools Foundation (\$25,000), CFCM (\$5,000), VUF (\$10,000), HMUW (\$75,000).			
<b>Hallsville R-IV</b>	-----	-----	-----
Hallsville will be hosting summer school from July 13-July 31. They will provide summer feeding during summer school. The district normally doesn't qualify for Seamless Summer.			
<b>Harrisburg</b>	<b>\$5.92<sup>3</sup></b>	<b>18,000<sup>4</sup></b>	<b>\$106,560.00</b>
Harrisburg will hold summer school during last 2 weeks of July and the first week of August. Harrisburg has requested funding to provide breakfast and lunch between now and summer school. They have additional expenses with food delivery as it is not realistic for the community to come to various drop off spots. DESE did not extend Harrisburg's Seamless Summer Program.			
<b>Sturgeon</b>	-----	-----	-----
<b>Southern Boone</b>	<b>\$5.50</b>	<b>6,391</b>	<b>\$35,150.50</b>
Southern Boone will host summer school from July 6-July 30. They will provide feeding in the classrooms. Southern Boone does not qualify for the Seamless Summer option through DESE due to their free and reduced lunch rate (F&RL). Funding would cover the costs for non-F&RL children.			
	<b>\$5.50-\$5.92</b>	-----	<b>\$231,710.50<sup>2</sup></b>
<b>Notes:</b>			
<sup>1</sup> Application doesn't clearly state the # of meals for duration to calculate			
<sup>2</sup> \$90,000 request from CPS has already been filled			
<sup>3</sup> \$2,664/225 = \$11.84 = \$5.92			
<sup>4</sup> 225 students x 2 meals/day = 450 meals/day x 5 days/week = 2,250 meals/week x 8 weeks = 18,000			

## Joanne Nelson

---

**From:** Joanne Nelson  
**Sent:** Monday, June 15, 2020 9:23 AM  
**To:** Steve Combs  
**Cc:** 'Andrew Grabau'; Steve Hollis ; Erik Morse; John Baker; Kristin Cummins; Megan Corbin  
**Subject:** Good News

Good Morning,

I'm writing on behalf of the CoMoHelps collaborative, comprised of City of Columbia, Boone County, Heart of Missouri United Way, Veterans United Foundation, and Community Foundation of Central Missouri. When you reply to this email, please reply to all.

I wanted to let you know that the funding collaborative has decided to fund your request for summer feeding. I was wondering if you could give me a call regarding the specifics.

Talk to you soon,

## Joanne Nelson

*She/her/hers*

Director

Boone County Community Services Department

605 E. Walnut, Ste. A

Columbia, MO 65201

Phone: 573-886-4298

[www.showmeboone.com](http://www.showmeboone.com)



Boone County  
Children's Services Fund

## Joanne Nelson

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**From:** Joanne Nelson  
**Sent:** Wednesday, June 17, 2020 12:55 PM  
**To:** Dawn Malone; Steve Combs  
**Cc:** Kristin Cummins; Megan Corbin  
**Subject:** RE: FW: Copy of the CoMoHelps Summer Feeding Application Form  
**Attachments:** Children's Services Fund Insurance Requirements.docx; ATTACHMENT A.docx; ATTACHMENT B.docx

Dawn,

Thanks for getting back to me so quickly. Below is some information and questions that we will need to finalize so we can move forward with this process:

- I have attached a copy of the insurance requirements for the County. Can you please attach the information documented in a Certificate of Insurance and submit it back to me.
- Can you please provide clarification regarding meals being delivered by staff. What type of automobile insurance does the district require and are these individuals insured under the school district?
- I have attached a form that provides Debarment and Suspension information (Attachment A). Complete the form and return it back to me.
- I have attached a form that provides work authorization information (Attachment B). Complete the form and return it along with the E-Verify MOU back to us.
- Each meal costs \$5.92. I will need an estimate on how many meals you think the district can deliver during this time. Please keep in mind that this potential funding may not be used to reimburse the district if they are already receiving funding from another source (i.e. state).

Feel free to contact me with any further questions.

Thanks,

## Joanne Nelson

*She/her/hers*

Director

Boone County Community Services Department

605 E. Walnut, Ste. A

Columbia, MO 65201

Phone: 573-886-4298

[www.showmeboone.com](http://www.showmeboone.com)



Boone County  
Children's Services Fund

**From:** Dawn Malone <maloned@harrisburg.k12.mo.us>  
**Sent:** Tuesday, June 16, 2020 8:56 AM  
**To:** Joanne Nelson <JNelson@boonecountymo.org>  
**Cc:** Dawn Malone <maloned@harrisburg.k12.mo.us>  
**Subject:** Re: FW: Copy of the CoMoHelps Summer Feeding Application Form

Joanne

Thank you for sending a copy of our application. It looks like someone in your office had already calculated the price per meal. I came up with \$5.92 also.

Please let me know what our next step is. When we talked you said that you would be giving us a maximum reimbursement amount.

On Mon, Jun 15, 2020 at 2:37 PM Joanne Nelson <[JNelson@boonecountymo.org](mailto:JNelson@boonecountymo.org)> wrote:

Oops, I had the wrong address. Let's try this again.

## Joanne Nelson

*She/her/hers*

Director

Boone County Community Services Department

605 E. Walnut, Ste. A

Columbia, MO 65201

Phone: 573-886-4298

[www.showmeboone.com](http://www.showmeboone.com)



**From:** Joanne Nelson

**Sent:** Monday, June 15, 2020 2:34 PM

**To:** [maloned@harisburg.k12.mo.us](mailto:maloned@harisburg.k12.mo.us); Steve Combs <[combss@harrisburg.k12.mo.us](mailto:combss@harrisburg.k12.mo.us)>

**Subject:** Copy of the CoMoHelps Summer Feeding Application Form

Attached you will find a copy of the application form we discussed on the phone. Please let me know if you have any further questions.

Talk to you soon.

Best,

**Joanne Nelson**

*She/her/hers*

Director

Boone County Community Services Department

605 E. Walnut, Ste. A

Columbia, MO 65201

Phone: 573-886-4298

[www.showmeboone.com](http://www.showmeboone.com)



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**Dawn Malone**  
**District Bookkeeper**  
**Harrisburg R-VIII School District**  
**573.875.5604**  
**573.777.5496 Fax**

**"Education is the most powerful weapon which you can use to change the world."**

— **Nelson Mandela**

*CONFIDENTIALITY NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by email reply.*

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ca.

July Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

7th

day of

July

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services between Boone County and Cradle to Career Alliance for the Brilliant Beginnings Strategic Opportunity Contract.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 7th day of July 2020.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
District I Commissioner

Janet M. Thompson  
District II Commissioner





**AGREEMENT FOR PURCHASE OF SERVICES**  
**Strategic Opportunity Contract**  
***Cradle to Career Alliance Community Services – Brilliant Beginnings***

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**THIS AGREEMENT** dated the 7<sup>th</sup> day of July, 2020 is made between Boone BCCSB, Missouri, a political subdivision of the State of Missouri through the Boone BCCSB Commission, on behalf of the Boone BCCSB Children’s Services Board, herein “**BCCSB**” and **Cradle to Career Alliance** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **C2CA**.

**WHEREAS**, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children’s Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone BCCSB; and

**WHEREAS**, C2CA, in conjunction with the Boone County Community Services Department has submitted an approved Children’s Trust Fund (CTF) Capacity Building grant to the BCCSB detailing the services and other supports to be provided along with the expected cost to C2CA thereof; and

**WHEREAS**, the BCCSB has approved the CTF Capacity Building Contract in whole or in part as hereinafter set forth.

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

**FUNDING ALLOCATION FOR SERVICES RENDERED BY C2CA**

C2CA is expected to the greatest extent possible to maximize funding from all other sources. C2CA shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. C2CA shall only request reimbursement for services not reimbursable by any other source. C2CA shall not invoice the Children’s Services Fund for units of service invoiced to another funding source. C2CA shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy.** The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this BCCSB Agreement, a copy of the application to the CTF, the response from CTF and a copy of the Brilliant Beginnings Scope of Work (Attachment A). This document shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control.

3. **Purchase.** The BCCSB agrees to purchase from C2CA and C2CA agrees to furnish the deliverables outlined in the attached **Brilliant Beginnings** Scope of Work (Attachment A) for the Brilliant Beginnings program funded through the CTF. The total allowable compensation under this agreement shall not exceed **\$32,560.00** unless compensation for specific identified additional services is authorized and approved by the BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

3. **Contract Duration.** This agreement shall commence on January 1, 2020 and extend through June 30, 2021 subject to the provisions for termination specified, with the possibility for renewal for an additional one (1), one-year period. C2CA agrees and understands that the BCCSB may require supplemental information to be submitted at the request of the BCCSB.

4. **Billing and Payment.** The unit rate for services is the mutually agreed upon unit rate as provided in the table below.

<b>Service Description</b>	<b>Unit Measurement</b>	<b>Unit Rate</b>	<b>Proposed # of Units</b>	<b>Total Amount Requested</b>
Consultation	1 hour	\$40.00	814	\$32,560.00

All billing shall be invoiced to BCCSB by the 10<sup>th</sup> of the month following the month for which services were provided. The BCCSB agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the C2CA, the BCCSB agrees to pay interest rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.



## REPORTING, MONITORING, AND MODIFICATION

6. **Reporting.** The BCCSB shall utilize this BCCSB Agreement, a copy of the application to the CTF, the response from CTF, a copy of the Brilliant Beginnings Scope of Work, and program expenditures. C2CA agrees to submit written monthly communication to the Boone BCCSB Community Services Department that includes the deliverable and the status of each deliverable and to assist on completing all required CTF reports and documentation. Payments may be withheld from C2CA if reports designated here are not submitted on time, until such time as the reports are filed and approved.

7. **Audits.** C2CA also agrees to upload a copy of its annual audit to their Organization Profile in the Apricot System within four months after the close of C2CA's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to the BCCSB program activities be made available to the BCCSB as part of the required audit. Payment may be withheld from C2CA, if reports designated here are not made available upon request.

8. **Monitoring.** C2CA agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and inspect C2CA's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, C2CA hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

9. **Modification or Amendment.** In the event C2CA requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the BCCSB for approval. A board resolution from C2CA may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

## OTHER TERMS OF THIS CONTRACT

10. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with C2CA's policies and procedures and in accordance with any local/state/federal regulations. C2CA agrees to notify the BCCSB through the Director of Community Services of any such

incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. C2CA must comply with Missouri law regarding confidentiality of client records.

11. ***Discrimination.*** C2CA will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, BCCSB or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

12. ***CSF to be used for Services Provided.*** C2CA agrees that the CSF funds shall be used exclusively for the provision of providers that serve Boone County children and youth 19 years of age or less and their families and for administrative costs directly related to C2CA's provision of such services.

13. ***Accreditation/Licensure/Certifications.*** C2CA must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

14. ***Conflict of Interest.*** C2CA agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and C2CA, and this shall include any transaction in which C2CA is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

15. ***Subcontracts.*** C2CA may enter into subcontracts for components of the contracted service as C2CA deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, C2CA shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

16. ***Employment of Unauthorized Aliens Prohibited.*** C2CA agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. C2CA shall require each subcontractor to affirmatively state in its Agreement with the C2CA that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide C2CA a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

17. **Litigation.** C2CA agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against C2CA or any individual acting on the C2CA's behalf, including subcontractors, which seek to enjoin or prohibit C2CA from entering into this contract agreement of performing its obligations under this agreement.

18. **BCCSB Ownership.** If C2CA ceases to be funded by the BCCSB or ceases to provide programs and services for Boone County children, youth, and their families, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to BCCSB unless so otherwise approved by a majority vote of the BCCSB. In addition, if C2CA no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, C2CA will need BCCSB approval to re-direct the use of such.

19. **Failure to Perform/Default.** In the event C2CA, at any time, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to C2CA as set out herein. This contract will be terminated at the option of the BCCSB.

20. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, this agreement may be terminated by the BCCSB upon 15 days' advance written notice for any of the following reasons or under any of the following circumstances:

a. The BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or

b. The BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the BCCSB, or

c. The BCCSB may terminate this agreement should C2CA fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, C2CA shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The BCCSB shall reimburse C2CA for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

21. **Insurance Requirements.** C2CA shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the BCCSB. All policies shall be in amounts, form, and companies satisfactory to the BCCSB which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. **Worker's Compensation and Employers' Liability Insurance:** C2CA shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, C2CA shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by C2CA.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

b. **Comprehensive General Liability Insurance:** C2CA shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. C2CA shall furnish the BCCSB with Certificate(s) of Insurance which name the BCCSB of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the BCCSB has made final acceptance of the project.

C2CA shall provide the BCCSB with proof of Comprehensive General Liability and Property Damage Insurance with the BCCSB as additional insured, which shall protect the BCCSB against any and all claims which might arise as a result of the operations of C2CA in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone BCCSB from liability belonging to C2CA.

c. **Professional Liability Insurance:** C2CA is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone BCCSB as additional insured.

d. **Commercial Automobile Liability:** C2CA shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the C2CA's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

22. **Indemnification.** To the extent permitted under Missouri law, C2CA agrees to hold harmless, defend and indemnify the BCCSB, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of C2CA (meaning anyone, including but not limited to consultants having a contract with C2CA or subcontractor for part of the services), or anyone directly or indirectly employed by C2CA, or of anyone for whose acts C2CA may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the BCCSB of Boone from its negligence.

23. **Publicity by C2CA.** C2CA shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. C2CA will acknowledge the CTF as a funding source. C2CA agrees to acknowledge the CTF as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

24. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and C2CA. The BCCSB does not recognize any of the C2CA's employees, agents, or volunteers as those of the BCCSB.

25. **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.

26. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

27. **Record Retention Clause.** C2CA shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

28. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Community Services Department  
605 E. Walnut, Ste. A  
Columbia, MO 65201

Any written notice or communication to C2CA shall be mailed or delivered to:

**Cradle to Career Alliance**  
Attn: Crystal Kroner  
105 E. Ash Street, Suite 300  
Columbia, MO 65203



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

**Cradle to Career Alliance**

**Boone BCCSB, Missouri**

By: Boone County Commission

By:   
Signature

Daniel Atwill  
Daniel K. Atwill, Presiding Commissioner

By: Crystal Kooner, Executive Director  
Printed Name/Title

By: Boone County Children's Services Board  
  
Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:

  
County Counselor

Brianna L. Lennon, County Clerk  
Brianna L. Lennon, County Clerk

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

Jane Ritchford by jz 06/15/2020 (2160/71106/\$32,560.00)  
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

## **Attachment A**

### **Scope of Work: Brilliant Beginnings**

Cradle to Career Alliance for Brilliant Beginnings

#### **Deliverables:**

- **People-Centered Outcomes**
  - Participate in hiring process for Brilliant Beginnings Coordinator
  - Identify and engage potential 'on-ramp' agencies for pilot referrals
  - Assist in development of screening protocol
  - Assist in launching pilot referrals
  - Assess and prioritize common training needs of home visiting agencies
  - Assist in development of communication protocol between home visiting, referral agencies, and Brilliant Beginnings Hub
  - Facilitate discussions and assess priorities for common training system needs
- **Data-Centered Outcomes**
  - Align common outcomes & indicators provided by Promise 1,000 or Every Child Succeeds
  - Develop or identify tool to assess risk levels of pregnant women
  - Develop and initiate data sharing agreements between all Brilliant Beginnings partner agencies
  - Evaluate pilot launch with providers, home visiting agencies, and family participants
  - Analyze data to identify areas of quality improvement
- **Technology-Centered Outcomes**
  - Identify and report on technology needs for Brilliant Beginnings
  - Explore technology platform utilized by Promise 1,000
  - Serve as point of contact with tech developer, when identified
  - Utilize quality improvement data to guide improvements to technology system
  - Evaluate end user utilization of tech platform

#### **Reporting:**

- Provide written interim and year end reports, and other grant related information, as requested by the Boone County Community Services Department.
- Provide monthly updates of progress to Boone County Community Services Department
- Provide data from Brilliant Beginnings as requested by partner agencies

Scope of work is contingent on receipt of funding from Children's Trust Fund Capacity Building grant #CTF-CB-2002. This document is subject to change as needed. Changes require written approval by Boone County Community Services Department Director and/or staff.





## ATTACHMENT B

### 2020 ORGANIZATION ASSURANCE SHEET

I, the undersigned, certify that the statements in this request for funding proposal application are true and complete to the best of my knowledge, and accept, as to any funds awarded, the obligation to comply with the Boone County Children's Services Board (BCCSB) and any of the Boone County Children's Services Fund's conditions specified in the funding award and contract.

I, the undersigned, certify that in addition to the conditions mentioned above, will maintain accepted accounting procedures to provide for accurate and timely recording of receipt of funds, expenditures, and of unexpended balances. I, the undersigned, further certify I have and will make available, upon request, the following documentation for accuracy and validity:

- Certificate of Corporate Good Standing
- Organization Policy of Non-Discrimination
- Organization Policy for Screening of Staff and Volunteers for Child Abuse and Neglect
- Organization Statement of Confidentiality

Phil Steinhaus Crystal Kroner  
Printed Name - Organization Executive Director/President/CEO

6-3-20  
Date

Phil Steinhaus CK  
Signature - Organization Executive Director/President/CEO

6-3-20  
Date

Phil Steinhaus  
Printed Name - Organization Board Chair

6/3/2020  
Date

Phil Steinhaus  
Signature - Organization Board Chair

6/3/2020  
Date

**ATTACHMENT C**

**(Please complete and return with Proposal Response)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

*Phil Steinhaus, Board Chair*

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

*Phil Steinhaus*

\_\_\_\_\_  
Date

*6/3/2020*

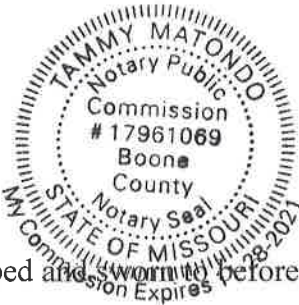
**ATTACHMENT D**

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

County of Boone )  
 ) ss  
State of Missouri )

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

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



Phil Steinhaus 6/3/2020  
Affiant Date

Phil Steinhaus  
Printed Name

Subscribed and sworn to before me this 3<sup>rd</sup> day of June, 2020.

Tammy Matondo  
Notary Public

**Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/8/2020

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

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

PRODUCER <b>HOLLIDA INSURANCE AGENCY LLC</b> 1018 S Westwood Blvd Ste 3 Poplar Bluff, MO 63901	CONTACT NAME:		
	PHONE (A/C, No, Ext): <b>(573)727-9700</b>	FAX (A/C, No): <b>(573)727-9701</b>	
	E-MAIL ADDRESS: <b>johnnyrhowe@gmail.com</b>		
INSURED <b>Cradle to Career Alliance</b> <b>105 E. Ash Street, Suite 300</b> <b>Columbia MO 65203</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Alliance of Nonprofits</b>		<b>10023</b>
	INSURER B: <b>Missouri Employers</b>		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	2020-51502	6/15/2020	6/15/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2020-51502	6/15/2020	6/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MEM3003937	12/12/2019	12/12/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Social Service Professional	X	X	2020-51502	12/12/2020	6/15/2021	

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

Certificate holder is an additional insured in regards to General Liability & Professional Liability when required by written contract to the extent of the Insured involvement.

<b>CERTIFICATE HOLDER</b>  County of Boone, Missouri Boone County Community Services Department 605 E. Walnut, Ste A Columbia MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Cradle to Career Alliance (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

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

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

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

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



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**Approved by:**

<b>Employer</b> Cradle to Career Alliance /	
<b>Name (Please Type or Print)</b> Crystal Kroner	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 06/08/2020
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b>	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b>

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<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Cradle to Career Alliance
Company Facility Address	105 East Ash Suite 300 Columbia, MO 65203
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	472873187
North American Industry Classification Systems Code	611
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

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

MISSOURI

1 site(s)

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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Crystal L Kroner  
Phone Number (573) 489 - 0688  
Fax Number  
Email Address crystal.l.kroner@gmail.com