

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 4<sup>th</sup> day of August 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2500-60050: Sheriff Forfeiture Fund – Equipment Service Contract	\$6,070.00

Said budget amendment is to establish a budget to cover the maintenance contract for dictation equipment purchased from BusComm, Inc with Block Grant Funds.

Done this 4<sup>th</sup> day of August, 2003.

ATTEST:

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

Keith Schnarre  
 Keith Schnarre  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

*1st Reading  
7/24/03*

## BOONE COUNTY, MISSOURI

*2nd 8/4*

**7/23/03**

RECEIVED JUL 24 2003

**EFFECTIVE DATE**

**FOR AUDITORS USE**

**371-2003**

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	5	0	0	6	0	0	5	0	Sheriff Forfeiture Fund	Equipment Service Contract		6,070

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact the remainder of this year and subsequent years. (Use attachment if necessary): **Establish budget to cover maintenance contract for dictation equipment purchased from BusComm Inc with Block Grand funds. Contract is from 6/7/03 - 6/6/04.**

dictation equip maint contract

*Beverly Blaw*  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

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

\_\_\_\_\_  
Auditor's Office

*Keith Schumacher*  
PRESIDING COMMISSIONER

*Karen B. Miller*  
DISTRICT I COMMISSIONER

*Steve*  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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

**Fund 250: Sheriff Forfeiture  
Solvency Analysis  
Prepared by Auditor's Office  
7-23-2003**

Fund Balance 1-1-2003 (Account 250-2913) 258,109.68

Plus: Actual Revenues 2003  
 Forfeitures 1,831.88  
 Interest (through April) 1,128.37  
 2,960.25

Less: Budgeted Expenditures 2003

	Current Budget	Other Pending Budget Revision/ Amendment	This Budget Revision/ Amendment	Total		Actual YTD Expenditures + Encumbrances	Remaining Budget
Class 1	0.00	0.00	0.00	0.00		0.00	0.00
Class 2	11,000.00	0.00	0.00	11,000.00		1,412.80	9,587.20
Class 3	4,100.00	0.00	0.00	4,100.00		2,486.93	1,613.07
Class 4	2,400.00	0.00	0.00	2,400.00		940.12	1,459.88
Class 5	4,434.00	0.00	0.00	4,434.00		1,088.82	3,345.18
Class 6	0.00	0.00	6,070.00	6,070.00		0.00	6,070.00
Class 7	1,800.00	0.00	0.00	1,800.00		453.25	1,346.75
Class 8	8,576.00	3,576.00	0.00	12,152.00		(1,064.00)	13,216.00
Class 9	20,000.00	3,017.00	0.00	23,017.00		35.15	22,981.85
	<u>52,310.00</u>	<u>6,593.00</u>	<u>6,070.00</u>		(64,973.00)	<u>5,353.07</u>	<u>59,619.93</u>

Anticipated Fund Balance 12-31-2003 196,096.93

7/24/2003

FY 2003  
Budget Amendments/Revisions  
Sheriff Forfeiture (2500)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	7/15/2003	92400	Replacement Auto/Trucks	3,017		cover pick-up truck	
2	7/24/2003	60050	Equipment Service Contract	6,070		dictation equipment maintenance contract	

2003 05/06 TUE 13:51 FAX 314 567 0863 BusComm Incorporated

**BusComm Incorporated**

**INVOICE**

Invoice Number: 53003

Date: 5/6/2003

**Bill To:** Boone County Sheriff Department  
2121 County Drive  
Columbia, MO 65202

**Customer:** Boone County Sheriff Department  
2121 County Drive  
Columbia, MO 65202

Account No	Est Number	Payment Terms	Payment Due
BOONECOSHER		NET 10	5/16/2003

Contract Number	Contract Period	Copies Included	Copies Made to Date	Copies Remaining	Amount
9153-01	06/07/2003 to 06/06/2004	0	0	0	\$6,070.00

Contract base rate charge for the 06/07/2003 to 06/06/2004 billing period \$6,070.00

**Equipment included under this contract:**

Number	Make/Model	Description	Serial Number	Location
432-22510212	432	4 Port Card with VoicePower Software	22510212	Boone County Sheriff Department 2121 County Drive Columbia, MO 65202
432-22512303	432	4 Port Card with VoicePower Software	22512303	Boone County Sheriff Department 2121 County Drive Columbia, MO 65202
432-22512602	432	4 Port Card with VoicePower Software	22512602	Boone County Sheriff Department 2121 County Drive Columbia, MO 65202
NETSHLDS-51845	NETSHLDS	DVI Anti-Virus NT/2000 Server - 5 User	51845	Boone County Sheriff Department 2121 County Drive Columbia, MO 65202
NIC-PCI-0208EIC	NIC-PCI	NIC-PCI-10/100 NETWORK CARD (PCI)	0208EIC19275	Boone County Sheriff Department 2121 County Drive Columbia, MO 65202

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 4<sup>th</sup> day of August 20 03

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

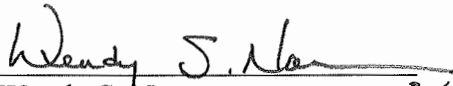
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

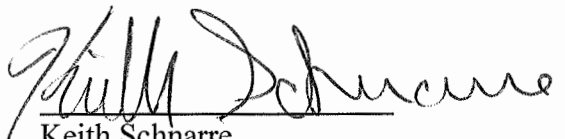
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2500-83917: Sheriff Forfeiture Fund – Operating Transfer OUT to General Fund	\$633.00
2500-83917: Sheriff Forfeiture Fund – Operating Transfer OUT to General Fund	\$2,943.00
1251-03917: Sheriff – Operating Transfer IN from Special Revenue Fund	\$633.00
1251-03917: Sheriff – Operating Transfer IN from Special Revenue Fund	\$2,943.00

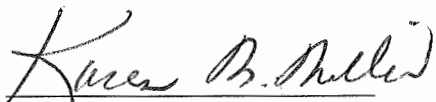
Said budget amendment is to establish a budget to cover the local match for years one and two of the COPS in Schools Grant.

Done this 4<sup>th</sup> day of August, 2003.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

1st Reading  
7/24/03  
2nd 8/4

7/23/03

RECEIVED JUL 24 2003

**EFFECTIVE DATE**

**FOR AUDITORS USE**

372 - 2003

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	5	0	0	8	3	9	1	7	Sheriff Forfeiture	Operating Transfer OUT to General Fund		633
2	5	0	0	8	3	9	1	7	Sheriff Forfeiture	Operating Transfer OUT to General Fund		2,943
1	2	5	1	0	3	9	1	7	Sheriff	Operating Transfer IN from Special Revenue Fund		633
1	2	5	1	0	3	9	1	7	Sheriff	Operating Transfer IN from Special Revenue Fund		2,943

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **Establish budget to transfer funds from Forfeiture Fund to General Fund for COPS in Schools Grant years 1 & 2 local match. Year 1 = 9/1/02 – 8/31/03. Year 2 = 9/1/03 – 8/31/04. Budget for years 1 and 2 local match was included in original 2003 budget; however, the amount was for one officer only. There are 2 officers funded by this grant and therefore the local match should be doubled. This budget amendment adds amount for one officer.**

COPS in Sch Yr 1&2 local match

*Beverly Brown*  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

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

*[Signature]*  
Auditor's Office

*Karen B. Piller*  
PRESIDING COMMISSIONER

*[Signature]*  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

CHANGE  
Officers  
Training

CIS Revised Budget Summary - Important Notice

During the review of your COPS in Schools Program budget information, the Office of the Comptroller, Office of Justice Programs or COPS Office amended the budget information submitted with your application. These adjustments affect your budget summary. COPS Office modified your budget summary to reflect these changes and to meet legislative requirements.

Please examine the Revised Budget Summary below. COPS Office staff have changed the Federal Share, the local share or both shares. If you have any questions, please contact your grant advisor at the COPS Office at 1 800 421 6770. Thank you for your attention to this matter.

<b>ORI: MO01000</b>	<b>Organization:</b> Boone County Sheriff's Department
The total three year cost for salaries and benefits per full-time officer requested is:	<b>\$134,867.00</b>
The total amount of federal funds per full-time officer requested is:	<b>\$125,000.00</b>
The total three year cost for salaries and benefits per part-time officer requested is:	<b>\$0.00</b>
The total amount of federal funds per part-time officer requested is:	<b>\$0.00</b>

Under the COPS in Schools, grant program, Federal funds per officer can not exceed \$125,000. If your total three year project cost per officer is less than \$125,000 then there is no local match. If your total three year project cost per officer is greater than \$125,000 then your local match is the difference between the total project cost and \$125,000. In cases where there is a local match requirement, the Federal Share of total salaries and benefits must decrease each year leading to full local funding by the fourth year of an officer's employment. At the same time, your Local Share must increase each year. If these amounts do not meet your needs, please provide revised figures in the blank table below. Thank you.

<i>Full Time</i>	<u>Year 1:</u>	<u>Year 2:</u>	<u>Year 3:</u>	<u>Totals:</u>
Federal Share (must decrease):	\$43,000.00	\$42,000.00	\$40,000.00	\$125,000.00
Local Share (must increase):	\$633.00	\$2,943.00	\$6,291.00	\$9,867.00
<b>Total Salaries/Benefits:</b>	<b>\$43,633.00</b>	<b>\$44,943.00</b>	<b>\$46,291.00</b>	<b>\$134,867.00</b>
Federal Share (must decrease):	_____	_____	_____	_____
Local Share (must increase):	_____	_____	_____	_____
Total Salaries/Benefits:	_____	_____	_____	_____
<i>Part Time</i>				
Federal Share (must decrease):	\$0.00	\$0.00	\$0.00	\$0.00
Local Share (must increase):	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Salaries/Benefits:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Federal Share (must decrease):	_____	_____	_____	_____
Local Share (must increase):	_____	_____	_____	_____
Total Salaries/Benefits:	_____	_____	_____	_____

The undersigned agrees to adhere to the financial commitments outlined above.

Name (typed) of Authorized Official: Don Stamps

Title: Presiding Commissioner, Boone County

Signature: *Don Stamps*

Date: 9-26-02



**Fund 250: Sheriff Forfeiture  
Solvency Analysis  
Prepared by Auditor's Office  
7-23-2003**

Fund Balance 1-1-2003 (Account 250-2913) 258,109.68

Plus: Actual Revenues 2003  
 Forfeitures 1,831.88  
 Interest (through April) 1,128.37  
 2,960.25

Less: Budgeted Expenditures 2003

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Class 4	2,400.00	0.00	0.00	2,400.00		940.12	1,459.88
Class 5	4,434.00	0.00	0.00	4,434.00		1,088.82	3,345.18
Class 6	0.00	6,070.00	0.00	6,070.00		0.00	6,070.00
Class 7	1,800.00	0.00	0.00	1,800.00		453.25	1,346.75
Class 8	8,576.00	0.00	3,576.00	12,152.00		(1,064.00)	13,216.00
Class 9	20,000.00	3,017.00	0.00	23,017.00		35.15	22,981.85
	<u>52,310.00</u>	<u>9,087.00</u>	<u>3,576.00</u>		(64,973.00)	<u>5,353.07</u>	<u>59,619.93</u>

Anticipated Fund Balance 12-31-2003 196,096.93

RECEIVED

REQUEST FOR BUDGET AMENDMENT

NOV 22 2002

1st 10/02

2nd 10/22

BOONE COUNTY, MISSOURI

COPY

10/4/02

EFFECTIVE DATE

A 2002 651  
FOR AUDITORS USE

458-2002

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	5	1	0	3	4	1	1	Sheriff's Department	COPS in School Grant		13157
1	2	5	1	1	0	1	0	0	Salary & Wages			10500.
				1	0	2	0	0	FICA			803.
				1	0	3	0	0	Health Ins.			988.
				1	0	3	2	5	Disability			48.
				1	0	3	5	0	Life Ins.			11.
				1	0	3	7	5	Dental Ins.			87.
				1	0	4	0	0	Work Comp			470.
				1	0	5	0	0	Match			250

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): This will be effective 11/1/02 and funded for 3 years. Total funding for 2 School Resource Officers. - See attached budget from U.S. Dept. of Justice. Boone County match will be taken from forfeiture funds in 2003.

Est bud COPS in Schools grant

11/1/02 - 12/31/02

  
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

  
Auditor's Office

  
PRESIDING COMMISSIONER

ABSENT  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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MAINSCR

CORE BUDGET DESCRIPTION SCREEN  
VIEW ONLY

ADKAREN, ... 13:19:19  
.7/23/03

Year, 2003 Dept, 2500 SHERIFF FORFEITURE MONEY  
Account, 83917 OTO:GENERAL FUND  
Description

Finalized Y  
CY, Proj.

Description	Qty	Amount
COPS IN SCHOOLS GRANT - LOCAL MATCH YEAR 1		633
*NOTES*	Total	633
COPS IN SCHOOLS GRANT - LOCAL MATCH YEAR 2		2,943
*NOTES*	Total	2,943

Class, 8,576 Class 2-8, 32,310

F2=Key Scr F3=Exit  
F6=Dept Supplemental Budget F10=Notes

Proposed Core	Bottom
Proposed Supplemental	3,576
Auditors Revisions	
Commission Revisions	
Total Budget	3,576

MAINSCR

CORE BUDGET DESCRIPTION SCREEN  
VIEW ONLY

ADKAREN, ... 13:27:11  
7/23/03

Year, 2003 Dept, 1251 SHERIFF  
Account, 3917 OTI:SPECIAL REVENUE FUND  
Description

Finalized Y  
CY, Proj.  
Qty Amount

COPS IN SCHOOLS GRANT - LOCAL MATCH YEAR 1		633
	Total,	633
COPS IN SCHOOLS GRANT - LOCAL MATCH YEAR 2		2,943
	Total,	2,943

Class, 3,576 Class, 2-8, 392,540

F2=Key Scr F3=Exit  
F6=Dept Supplemental Budget F10=Notes

Proposed Core	Bottom
Proposed Supplemental	
Auditors Revisions	
Commission Revisions	3,576
Total Budget	3,576

7/24/2003

FY 2003  
 Budget Amendments/Revisions  
 Sheriff Forfeiture (2500)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	7/15/2003	92400	Replacement Auto/Trucks	3,017		cover pick-up truck	
2	7/24/2003	60050	Equipment Service Contract	6,070		dictation equipment maintenance contract	
3	7/24/2003	2500-83917	Sheriff Forfeiture-Operating Transfer Out to General Fund	633		COPS in Schools Grant years 1 & 2 local match	
		2500-83917	Sheriff Forfeiture-Operating Transfer Out to General Fund	2,943			
		1251-03917	Sheriff: Operating Transfer In from Special Revenue Fund	633			
		1251-03917	Sheriff: Operating Transfer In from Special Revenue Fund	2,943			

7/24/2003

FY 2003  
Budget Amendments/Revisions  
Sheriff (1251)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/3/2003	10510 1123-86850	CERF-Employer Paid Contrib Emergency-Contingency	13,576	13,576	Move budget for additional 4% CERF from Contingency to individual dept class 1	
2	3/11/2003	23850 91100	Minor Equipment & Tools Furniture & Fixtures	350	350	Cover desk purchased from MO Surplus Property	
3	7/24/2003	2590-83917 2500-83917 1251-03917 1251-03917	Sheriff Forfeiture-Operating Transfer Out to General Fund Sheriff Forfeiture-Operating Transfer Out to General Fund Sheriff: Operating Transfer In from Special Revenue Fund Sheriff: Operating Transfer In from Special Revenue Fund	633 2,943 633 2,943		COPS in Schools Grant years 1 & 2 local match	

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the August Adjourned

Term. 20 03

In the County Commission of said county, on the

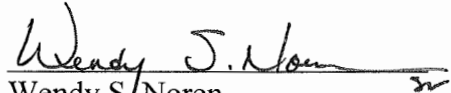
4<sup>th</sup> day of August 20 03

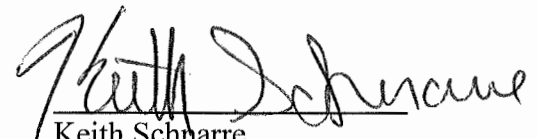
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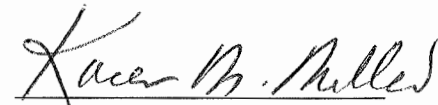
Now on this day the County Commission of the County of Boone does hereby award bid 43-15JUL03 for Inmate Uniforms Term and Supply to Robinson Textiles. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 4<sup>th</sup> day of August, 2003.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schmarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

373-2003

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 43-15JUL03 – Inmate Uniforms Term and Supply  
DATE: July 23, 2003

The Sheriff's Department and the Purchasing Department have reviewed the bid responses received and recommend awarding to Robinson Textiles for having the lowest and best bid meeting our specifications. We estimate annual purchases from Robinson's in the amount of \$4,454.00. The Sheriff's department budgets \$25,000 for shoes, clothes, blankets and mattresses. This is a term and supply contract, hence no need for a purchase order.



# Bid Tabulation

43-15JUL03 Inmate Uniforms Term & Supply

4.7.1. Inmate Jumpsuits		Jonaathan Shapiro/O.D. Taragin & Bros.		Robinson Textiles		Loveline Industries, Inc		ICS	
Size	Quantity	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
Medium	50	\$ 12.35	\$ 617.50	\$ 12.87	\$ 643.50	\$ 17.60	\$ 880.00	\$ 14.10	\$ 705.00
Large	50	\$ 12.35	\$ 617.50	\$ 12.87	\$ 643.50	\$ 17.60	\$ 880.00	\$ 14.10	\$ 705.00
X-Large	50	\$ 12.35	\$ 617.50	\$ 12.87	\$ 643.50	\$ 17.60	\$ 880.00	\$ 14.10	\$ 705.00
2X	30	\$ 12.35	\$ 370.50	\$ 12.87	\$ 386.10	\$ 18.00	\$ 540.00	\$ 14.10	\$ 423.00
3X	20	\$ 14.85	\$ 297.00	\$ 12.87	\$ 257.40	\$ 18.40	\$ 368.00	\$ 14.10	\$ 282.00
4X	5	\$ 14.85	\$ 74.25	\$ 13.87	\$ 69.35	\$ 18.80	\$ 94.00	\$ 16.80	\$ 84.00
6X	5	\$ 17.35	\$ 86.75	\$ 15.87	\$ 79.35	\$ 18.80	\$ 94.00	\$ 16.80	\$ 84.00
8X	5	\$ 17.35	\$ 86.75	\$ 17.87	\$ 89.35	\$ 19.20	\$ 96.00	\$ 19.00	\$ 95.00
10X	5	\$ 19.20	\$ 96.00	\$ 19.87	\$ 99.35	\$ 20.00	\$ 100.00	\$ 19.00	\$ 95.00
4.7.2. Institutional Trousers									
Size	Quantity	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
Medium	20	\$ 7.32	\$ 146.40	\$ 6.25	\$ 125.00	\$ 6.55	\$ 131.00	\$ 7.90	\$ 158.00
Large	20	\$ 7.32	\$ 146.40	\$ 6.25	\$ 125.00	\$ 6.55	\$ 131.00	\$ 7.90	\$ 158.00
X-Large	40	\$ 7.32	\$ 292.80	\$ 6.25	\$ 250.00	\$ 6.55	\$ 262.00	\$ 7.90	\$ 316.00
2X	20	\$ 8.95	\$ 179.00	\$ 6.25	\$ 125.00	\$ 6.55	\$ 131.00	\$ 7.90	\$ 158.00
3X	10	\$ 8.95	\$ 89.50	\$ 6.25	\$ 62.50	\$ 6.65	\$ 66.50	\$ 7.90	\$ 79.00
4X	5	\$ 9.44	\$ 47.20	\$ 7.06	\$ 35.30	\$ 6.65	\$ 33.25	\$ 9.00	\$ 45.00
6X	5	\$ 9.44	\$ 47.20	\$ 7.06	\$ 35.30	\$ 6.85	\$ 34.25	\$ 9.00	\$ 45.00
8X	5	\$ 12.64	\$ 63.20	\$ 7.95	\$ 39.75	\$ 6.85	\$ 34.25	\$ 11.00	\$ 55.00
10X	5	\$ 12.64	\$ 63.20	\$ 7.95	\$ 39.75	\$ 7.50	\$ 37.50	\$ 11.00	\$ 55.00
4.7.3. Institutional V-Neck Shirts									
Size	Quantity	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
Medium	20	\$ 6.29	\$ 125.80	\$ 5.25	\$ 105.00	\$ 5.60	\$ 112.00	\$ 7.00	\$ 140.00
Large	20	\$ 6.29	\$ 125.80	\$ 5.25	\$ 105.00	\$ 5.60	\$ 112.00	\$ 7.00	\$ 140.00
X-Large	40	\$ 6.29	\$ 251.60	\$ 5.25	\$ 210.00	\$ 5.68	\$ 227.20	\$ 7.00	\$ 280.00
2X	20	\$ 6.78	\$ 135.60	\$ 5.25	\$ 105.00	\$ 5.80	\$ 116.00	\$ 7.00	\$ 140.00
3X	10	\$ 6.78	\$ 67.80	\$ 5.25	\$ 52.50	\$ 6.20	\$ 62.00	\$ 7.00	\$ 70.00
4X	5	\$ 6.84	\$ 34.20	\$ 5.50	\$ 27.50	\$ 6.60	\$ 33.00	\$ 8.40	\$ 42.00
6X	5	\$ 8.84	\$ 44.20	\$ 6.00	\$ 30.00	\$ 6.60	\$ 33.00	\$ 8.40	\$ 42.00
8X	5	\$ 9.84	\$ 49.20	\$ 7.00	\$ 35.00	\$ 7.20	\$ 36.00	\$ 10.60	\$ 53.00
10X	5	\$ 9.84	\$ 49.20	\$ 7.00	\$ 35.00	\$ 7.80	\$ 39.00	\$ 10.60	\$ 53.00
4.7.4. TOTAL BID PRICE FOR ALL ITEMS REQUESTED			\$ 4,822.05		\$ 4,454.00		\$ 5,562.95		\$ 5,207.00
4.7.5. Maximum % Increase									
2nd Year			3%		3%		3%		10%
3rd Year			3%		3%		3%		12%
Total including potential renewals			\$10,082.42		\$9,312.87		\$11,631.57		\$11,778.23
4.9. Co-op			yes		no		yes		yes
4.10. Delivery Date ARO			45		35-40		30		30
Samples Submitted			Yes		Yes		No		Yes
Addendum			Yes		Yes		Yes		Yes

No Bid

Phoenix Textile Corp

Ameripride

**PURCHASE AGREEMENT  
FOR  
INMATE UNIFORMS TERM AND SUPPLY**

**THIS AGREEMENT** dated the 4 day of AUGUST 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Robinson Textiles, Inc., herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement For Inmate Uniforms Term and Supply, County of Boone Request for Bid for Inmate Uniforms Term and Supply, bid number 43-15JUL03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form and Addendum One as well as the Contractor's bid response dated July 14, 2003 executed by Gary Lovemark on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the County of Boone Request for Bid for Inmate Uniforms Term and Supply, bid number 43-15JUL03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form and Addendum One shall prevail and control over the Contractor's bid response.

2. **Purchases/Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Inmate Uniforms as identified and responded to in the Contractor's Response Form. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. This agreement shall commence on the date written above through June 30, 2004 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Delivery** - Contractor agrees to deliver uniforms per the bid specifications within forty (40) days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In

the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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 bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

**ROBINSON TEXTILES, INC.**

by Gary Lohmark  
title Gary Lohmark - President

**BOONE COUNTY, MISSOURI**

by Boone County Commission  
Keith Schnarre  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Term & Supply - No Encumbrance Required      1255-23025 - Term and Supply  
Signature      Date      7/25/03      Appropriation Account

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

---

June 9, 2004

Robinson Textiles, Inc.  
Attn: Gary Lovemark, President  
152 W. Walnut Street, Suite 250  
Gardena, CA 90248

RE: 43-15JUL03 – Inmate Uniforms Term and Supply

Dear Mr. Lovemark:

The County of Boone wishes to renew the above referenced contract. Confirming your renewal letter dated June 4, 2004, you agree to renew the contract under the same terms and conditions as set in the original bid and agree to add the 9XL items detailed on this renewal. The contract renewal period will cover July 1, 2004 through June 30, 2005.

Should you have any questions or need additional information, I may be reached at (573) 886-4391 or by e-mail to: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Sincerely,

Melinda Bobbitt, CPPB  
Director of Purchasing

cc: Leasa Quick, Sheriff Department  
Diana Manlove, Auditor  
Shawna Victor, Clerk  
Bid File

An Affirmative Action/Equal Opportunity Institution

373-2003

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

May 26, 2004

Robinson Textiles, Inc.  
Attn: Gary Lovemark, President  
152 W. Walnut street, Suite 250  
Gardena, CA 90248

Dear Mr. Lovemark:

The County of Boone is interested in renewing contract number 43-15JUL03 Inmate Uniforms Term and Supply which will expire on June 30, 2004. Before renewing, please provide pricing for the following items that we would like to add to the contract:

Description	Unit Price
Inmate Jumpsuit, size 9XL, black & white	\$ <u>12.87</u>
Institutional Trousers, size 9XL, black & white	\$ <u>7.95</u>
Institutional V-Neck Shirts, size 9XL, black & white	\$ <u>5.25</u>
Logo: XLOGO	\$ <u>.65¢</u>

In addition, if there is a price increase for the renewal period, please state the percent increase: \_\_\_\_\_% to the following items:

<u>Inmate Uniforms</u>	<u>Original Contract Period - 6/30/04</u>	<u>1<sup>st</sup> Renewal - 7/1/04 - 6/30/05</u>
<b>Color: black and white</b>		
Inmate Jumpsuit Medium	\$12.87	\$ _____
Inmate Jumpsuit Large	\$12.87	\$ _____
Inmate Jumpsuit X-Large	\$12.87	\$ _____
Inmate Jumpsuit, 2X	\$12.87	\$ _____
Inmate Jumpsuit, 3X	\$12.87	\$ _____
Inmate Jumpsuit, 4X	\$12.87	\$ _____
Inmate Jumpsuit, 6X	\$12.87	\$ _____
Inmate Jumpsuit, 8X	\$12.87	\$ _____
Inmate Jumpsuit, 10X	\$12.87	\$ _____
<b>Institutional Trousers Medium</b>	\$6.25	\$ _____
<b>Institutional Trousers Large</b>	\$6.25	\$ _____
<b>Institutional Trousers X-Large</b>	\$6.25	\$ _____
<b>Institutional Trousers 2X</b>	\$6.25	\$ _____
<b>Institutional Trousers 3X</b>	\$6.25	\$ _____
<b>Institutional Trousers 4X</b>	\$7.06	\$ _____

prices  
to  
remain  
the same

Institutional Trousers 6X	\$7.06	\$ _____
Institutional Trousers 8X	\$7.95	\$ _____
Institutional Trousers 10X	\$7.95	\$ _____
<b>Institutional V-neck Shirts Medium</b>	\$5.25	\$ _____
Institutional V-neck Shirts Large	\$5.25	\$ _____
Institutional V-neck Shirts X-Large	\$5.25	\$ _____
Institutional V-neck Shirts 2X	\$5.25	\$ _____
Institutional V-neck Shirts 3X	\$5.25	\$ _____
Institutional V-neck Shirts 4X	\$5.25	\$ _____
Institutional V-neck Shirts 6X	\$5.25	\$ _____
Institutional V-neck Shirts 8X	\$5.25	\$ _____
Institutional V-neck Shirts 10X	\$5.25	\$ _____

prices  
to  
remain  
the  
same  
|

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for an additional year with pricing as detailed on this renewal. The contract renewal period will cover July 1, 2004 through June 30, 2005.

I, Gary Lovemark of Robinson Textiles, Inc. agree to renew contract number 43-15JUL03 Inmate Uniforms for an additional year under the same terms and conditions as set in the original bid with the renewal pricing.

Gary HK  
Signature

6-4-04  
Date

Please sign and date below if you do not wish to renew contract number 43-15JUL03 Inmate Uniforms.

I, \_\_\_\_\_ of Robinson Textiles, Inc. do not wish to renew the above referenced contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please sign and return using the enclosed self-addressed envelope. Should you have any questions or need additional information, I may be reached at (573) 886-4391 or by e-mail to: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Sincerely,

Melinda Bobbitt

Melinda Bobbitt, CPPB  
Director of Purchasing

cc: Bid File  
Captain Braun  
Leasa Quick

# Boone County Purchasing

Heather Turner, CPPB  
Buyer



601 E. Walnut St., Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
Email: hturner@boonecountymo.org

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August 16, 2004

Robinson Textiles, Inc.  
Attn: Gary Lovemark, President  
152 W. Walnut Street, Suite 250  
Gardena, CA 90248

RE: 43-15JUL03-Inmate Uniforms Term and Supply

Dear Mr. Lovemark:

The County of Boone wishes to renew the above referenced contract. Confirming your revised renewal letter dated August 6, 2004, you agree to renew the contract under the same terms and conditions as set in the original bid and agree to add the 9XL items detailed on this renewal. The contract renewal period will cover July 1, 2004 through June 30, 2005.

Should you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Heather Turner".

Heather Turner, CPPB  
Buyer

Cc: Leasa Quick, Sheriff's Department  
Diana Manlove, Auditor  
County Clerk's File  
Bid File

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
**Director**



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

August 6, 2004

Robinson Textiles, Inc.  
 Attn: Gary Lovemark, President  
 152 W. Walnut street, Suite 250  
 Gardena, CA 90248

Dear Mr. Lovemark:

The County of Boone is interested in renewing contract number 43-15JUL03 Inmate Uniforms Term and Supply which will expired on June 30, 2004. Before renewing, please provide pricing for the following items that we would like to add to the contract:

<u>Description</u>	<u>Unit Price</u>
Inmate Jumpsuit, size 9XL, black & white	\$ <u>17.87</u>
Institutional Trousers, size 9XL, black & white	\$ <u>7.95</u>
Institutional V-Neck Shirts, size 9XL, black & white	\$ <u>7.00</u>
Logo: XLOGO	\$ <u>Included</u>

In addition, if there is a price increase for the renewal period, please state the percent increase: — % to the following items:

<u>Inmate Uniforms</u>	<u>Original Contract Period - 6/30/04</u>	<u>1<sup>st</sup> Renewal - 7/1/04 - 6/30/05</u>
<b>Color: black and white</b>		
<b>Inmate Jumpsuit Medium</b>	\$12.87	\$ _____
Inmate Jumpsuit Large	\$12.87	\$ _____
Inmate Jumpsuit X-Large	\$12.87	\$ _____
Inmate Jumpsuit, 2X	\$12.87	\$ _____
Inmate Jumpsuit, 3X	\$12.87	\$ _____
Inmate Jumpsuit, 4X	\$13.87	\$ _____
Inmate Jumpsuit, 6X	\$15.87	\$ _____
Inmate Jumpsuit, 8X	\$17.87	\$ _____
Inmate Jumpsuit, 10X	\$19.87	\$ _____
<b>Institutional Trousers Medium</b>	\$6.25	\$ _____
Institutional Trousers Large	\$6.25	\$ _____
Institutional Trousers X-Large	\$6.25	\$ _____
Institutional Trousers 2X	\$6.25	\$ _____
Institutional Trousers 3X	\$6.25	\$ _____
Institutional Trousers 4X	\$7.06	\$ _____

Prices  
to  
remain  
the same



Institutional Trousers 6X	\$7.06	\$ _____
Institutional Trousers 8X	\$7.95	\$ _____
Institutional Trousers 10X	\$7.95	\$ _____
<b>Institutional V-neck Shirts Medium</b>	\$5.25	\$ _____
Institutional V-neck Shirts Large	\$5.25	\$ _____
Institutional V-neck Shirts X-Large	\$5.25	\$ _____
Institutional V-neck Shirts 2X	\$5.25	\$ _____
Institutional V-neck Shirts 3X	\$5.25	\$ _____
Institutional V-neck Shirts 4X	\$5.50	\$ _____
Institutional V-neck Shirts 6X	\$6.00	\$ _____
Institutional V-neck Shirts 8X	\$7.00	\$ _____
Institutional V-neck Shirts 10X	\$7.00	\$ _____

Prices to remain the same

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for an additional year with pricing as detailed on this renewal. The contract renewal period will cover July 1, 2004 through June 30, 2005.

I, Gary Lovemack of Robinson Textiles, Inc. agree to renew contract number 43-15JUL03 Inmate Uniforms for an additional year under the same terms and conditions as set in the original bid with the renewal pricing.

Gary Lovemack  
Signature

8-11-04  
Date

Please sign and date below if you do not wish to renew contract number 43-15JUL03 Inmate Uniforms.

I, \_\_\_\_\_ of Robinson Textiles, Inc. do not wish to renew the above referenced contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please sign and return using the enclosed self-addressed envelope. Should you have any questions or need additional information, I may be reached at (573) 886-4391 or by e-mail to: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Sincerely,

Melinda Bobbitt

Melinda Bobbitt, CPPB  
Director of Purchasing

cc: Bid File  
Captain Braun  
Leasa Quick

# ROBINSON TEXTILES

152 West Walnut Street, Suite 250, Gardena, CA 90248  
Phone (310) 527-8100 • Fax (310) 323-2769  
National Toll Free Numbers: (800) 421-5582 • Fax (800) 370-7019

August 11, 2004

Boone County Purchasing  
Attn: Melinda Bobbitt  
601 E. Walnut St., Room 208  
Columbia, MO 65201

RE: 43-15JUL03 – Inmate Uniforms Renewal

Dear Ms. Bobbitt,

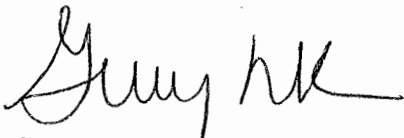
Thank you for resubmitting the proposed price renewal sheet. We apologize for any inconvenience this might have caused.

As you will see, we have kept the same prices as were on the original contract. We have also quoted you prices on the 9X in coveralls, pants, and shirts.

If you should have any questions, please contact your salesperson, Cindy Murphy.

We look forward to continued business with Boone County.

Sincerely,



Gary Lovemark  
President

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

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April 28, 2005

Robinson Textiles, Inc.  
Attn: Gary Lovemark, President  
152 W. Walnut Street, Suite 250  
Gardena, CA 90248

43-15JUL03 – Inmate Uniforms Term and Supply

Dear Mr. Lovemark:

The County of Boone wishes to renew the above referenced contract. Confirming your letter dated April 15, 2005, you agree to renew the contract under the same terms and conditions as set in the original bid with subsequent renewals.

The contract renewal period will cover July 1, 2005 through June 30, 2006.

Sincerely,

A handwritten signature in cursive script, appearing to read "Melinda Bobbitt".

Melinda Bobbitt, CPPB  
Director of Purchasing

cc: Leasa Quick, Sheriff Department  
Susan Robertson, Auditor  
County Clerk's File  
Bid File

# ROBINSON TEXTILES

152 West Walnut Street, Suite 250, Gardena, CA 90248  
Phone (310) 527-8100 • Fax (310) 323-2769  
National Toll Free Numbers: (800) 421-5582 • Fax (800) 370-7019

April 15, 2005

Boone County Purchasing  
Attn: Melinda Bobbitt  
601 E. Walnut St., Room 208  
Columbia, MO 65201

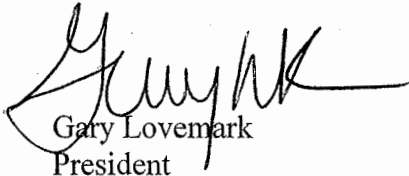
RE: 43-15JUL03 – Inmate Uniforms Renewal

Dear Ms. Bobbitt,

We would like to renew the above-mentioned contract for an additional year with no increase in pricing. The Current contract expires June 30, 2005. The second renewal period is July 1, 2005 through June 30, 2006.

If you should have any questions, please contact your salesperson, Cindy Murphy at 1-800-421-5582. We look forward to doing continuous business with Boone County.

Sincerely,

  
Gary Lovemark  
President

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 4<sup>th</sup> day of August 20 03

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

Now on this day the County Commission of the County of Boone does hereby award bid 51-15JUL03 for Pavement Markings to K.W. Luetkemeyer Painting and Wallcovering Company, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 4<sup>th</sup> day of August, 2003.

ATTEST:

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

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

374-2003

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 51-15JUL03 – Pavement Marking  
DATE: July 23, 2003

The Public Works department and the Purchasing department have reviewed the bid received and recommend awarding a term and supply contract to K.W. Luetkemeyer Painting and Wallcovering Co., Inc. Total estimated costs for projects scheduled this year is \$28,198.32 to be paid from organization 2040 account 71100. The amount budgeted was \$25,000.

A bid tabulation is attached.

**BID TABULATION**  
**51-15JUL03 PAVEMENT MARKING**

		<b>K.W. Luetkmeyer Painting &amp; Wallcovering Co., Inc.</b>
4.7.1.	Price per lineal foot for center line marking	\$ 0.0980
4.7.2.	Price per lineal foot for edge marking	\$ 0.1325
4.7.3.	Add Alternate: Stripping per section 2.6.	\$ 2.00
4.7.4	Price per lineal foot sandblasting for prep to install tape	\$ 0.65
4.8.1.	Experience & Qualification Information required in section 2.5	Yes

No Bid

Control line Inc.

Blacktop Paving





**PURCHASE AGREEMENT  
FOR  
PAVEMENT MARKING**

**THIS AGREEMENT** dated the 4 day of AUGUST 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and K.W. Luetkemeyer Painting and Wallcovering Co., Inc., herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement For Pavement Marking, County of Boone Request for Bid for Pavement Marking, bid number 51-15JUL03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form as well as the Contractor's bid response dated July 14, 2003 executed by Mike Luetkemeyer on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the County of Boone Request for Bid for Pavement Marking, bid number 51-15JUL03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review and the un-executed Response Form shall prevail and control over the Contractor's bid response.

2. **Purchases/Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Pavement Marking as identified and responded to in the Contractor's Response Form. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. This agreement shall commence on the date written above through December 31, 2004 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the

to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **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.

5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

**K.W. LUETKEMEYER PAINTING AND WALLCOVERING CO., INC.**

**BOONE COUNTY, MISSOURI**

by *Mike Luetkemeyer*

by: Boone County Commission  
*Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

title PRESIDENT

APPROVED AS TO FORM:

ATTEST:

*[Signature]*  
County Counselor

*Wendy S. Noren*  
Wendy S. Noren, County Clerk *W*

**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) incurred by this contract. (Note: Certification of this contract is not required if the terms of this contract do not result in a measurable county obligation at this time.)

*Jane C. Pitchford*  
Signature *by se*

7/25/03  
Date

2040-71100 – Term and Supply

Appropriation Account

# Boone County Purchasing

Debbie Crutchfield  
Office Specialist



601 E. Walnut-Room 209  
Columbia, MO 65201  
(573) 886-4394  
Fax (573) 886-4390  
Email: dcrutchfield@boonecountymo.org

November 15, 2004

K.W. Luetkemeyer Painting and Wall Covering Co., Inc.  
Attn: Mike Luetkemeyer  
4506 Hwy 50 West  
Jefferson City, MO 65109

RE: 51-15JUL03 – Pavement Marking

Dear Mr. Luetkemeyer:

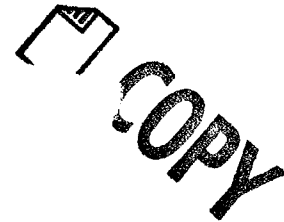
The County of Boone wishes to renew the above referenced contract. Confirming the letter dated September 30, 2004, you agree to renew the contract under the same terms and conditions as the Original contract. This contract period will cover January 1, 2005 through December 31, 2005

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield  
Office Specialist

Cc Facilities Maintenance  
Bid File  
Clerk's File  
Auditor



374-2003

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

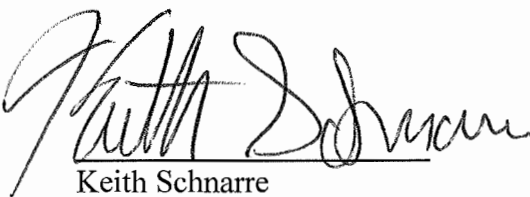
August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 4<sup>th</sup> day of August 20 03

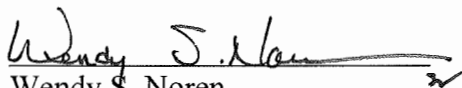
the following, among other proceedings, were had, viz:

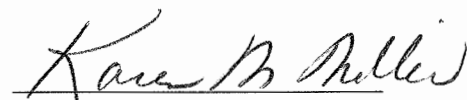
Now on this day the County Commission of the County of Boone does hereby award bid MM39 for Gasoline and Diesel Fuel Term and Supply to MFA Oil, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 4<sup>th</sup> day of August, 2003.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

375-2003

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: MM39 – Gasoline and Diesel Fuel Term and Supply  
DATE: July 29, 2003

The Mid-Missouri Public Purchasing Cooperative consisting of the City of Columbia, Boone County and Columbia Public Schools participated in a request for bid for Gasoline and Diesel Fuel. The recommendation was to award to MFA Oil, Inc. for having the lowest and best bid meeting our minimum specifications. The award is evaluated by the daily OPIS Fax-a-Rack pricing plus a marginal increase depending on the type of fuel ordered. Boone County's annual budget for fuel is \$160,876.00.

The bid tabulation is attached.





RECEIVED  
JUL 29 2003

**PURCHASE AGREEMENT  
FOR  
GASOLINE AND DIESEL FUEL TERM AND SUPPLY**

**THIS AGREEMENT** dated the 4 day of, AUGUST 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and MFA Oil, Inc., herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this agreement for Gasoline and Diesel Fuel Term and Supply, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Gasoline and Diesel Fuel Term and Supply, bid number MM39, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Larry Fick). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications, addendum 1 and 2 and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the Cooperative with gasoline and diesel fuel when and as required by County; purchases shall be made on the basis of daily OPIS Fax-A-Rack prices at the Columbia, Missouri terminal plus the marginal increase set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. 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. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending July 1, 2004.



- 6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, 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.

**MFA OIL, INC.**

**BOONE COUNTY, MISSOURI**

by \_\_\_\_\_

by Boone County Commission

title \_\_\_\_\_

*Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

*[Signature]*  
County Counselor

*Wendy S. Noren*  
Wendy S. Noren, County Clerk *W*

**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) incurred by this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

*no encumbrance required* *7/30/03*  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Term/Supply

Appropriation Account

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

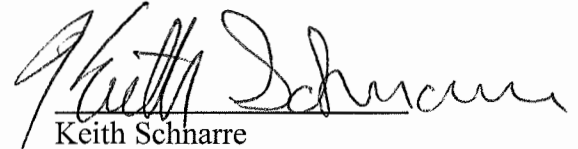
August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 4<sup>th</sup> day of August 20 03

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

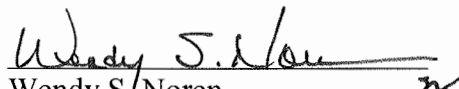
Now on this day the County Commission of the County of Boone does hereby award bid 49-22JUL03 for Intercom/Communication System to Tech Electronics. The County Commission does hereby approve the sole source contract with Corsair Controls, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract and said sole source contract.

Done this 4<sup>th</sup> day of August, 2003.

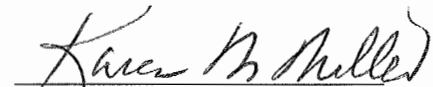


Keith Schnarre  
 Presiding Commissioner

ATTEST:



Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

376-2003

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 49-22JUL03 – Intercom/Communication System  
DATE: July 29, 2003

The Facilities Maintenance department and the Purchasing department have reviewed the bid received and recommend award for the Intercom System to Tech Electronics for the contract price of \$53,182.00.

We also are asking approval of a sole source request and approval of a contract to Corsair Controls, Inc. for the interfacing of the intercom system with the current door locking system. Corsair holds the patent on our system and is the only vendor able to maintain and upgrade without the alternative of changing out our whole system. Total contract to Corsair Controls, Inc. is \$38,000.00.

Total project cost is \$91,182.00 to be paid from 6200 – Capital Repair and Replacement account 92300. The amount budgeted was \$91,500.00.

The bid tabulation is attached.

**Bid Tabulation**  
**49-22JUL03 - Intercom/Communication System**

	Form Description	Tech Electronics
	Amount of \$ for	
	Replacement of existing system & interface of jail locks	\$ 53,182.00
	Information only: Amount of \$ for Interface for jail locks & Intercom system	\$ -
	Attorney-in-Fact's Statement	Yes
	Surety Bond	Yes
	Completion of Bidder's Qualifications	Yes
	Anti Collusion Statement	Yes
	Bid Bond	

No Bid

7/29/03

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

*Purch*

DATE

3081

Corsair Controls

RECEIVED  
JUL 29 2003

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

376-2003

### BID DOCUMENTATION

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

- Bid /RFP (enter # below) **49-22 JUL 03**
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

### Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain):
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

#39-123103

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 6200

Bill To Department # 6200

Department		Account		Item Description		Qty	Unit Price	Amount
2	0 0	9	2 3 0 0	Intercom/Communication System		1	38000	38000.00

### CLERK'S OFFICE

\*DO NOT UNSTAPLE THESE PAGES

I certify that the goods, services or charges listed on this requisition are for the benefit of the county, and have been procured in accordance with applicable law.

\*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.

This requisition, if approved, is for the benefit of this department, are solely for the benefit of

Requesting Official

Auditor Approval

**CONTRACT AGREEMENT FORM**

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

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

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

**BID #49-22JUL03 – Intercom/Communication System  
Boone County Sheriff's Department**

and agrees to perform all the work required by the Contract as shown in the specifications to interface the new intercom system with the jail locks at the Boone County Correctional Facility.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing

1. Introduction to Bidders,
2. Proposal Form,
3. General Conditions,
4. Supplementary General Conditions,
6. Wage Rates,
7. Contractors Qualifications,
8. Standard Terms and Conditions,
9. Division 1-General Requirements,
10. Division 16 – Electrical,
11. Division 17 - Security

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he/she has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him/her hereunder; and that he/she has not, in estimating the Contract price demand by him/her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him/her hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

**The Owner agrees to pay the Contractor in the amount of**

**Thirty-Eight Thousand Dollars and 00/100 (\$38,000.00)**

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

**DATE OF AGREEMENT:**

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 4 AUGUST 2003 at Columbia, Missouri.  
(Date)

**CONTRACTOR:**

Corsair Controls Inc

By: Alan Thuenemann  
Authorized Representative

By: Alan Thuenemann  
Signature

**OWNER:**

**BOONE COUNTY, MISSOURI**

By: Keith Schnarre  
Keith Schnarre, Presiding Commissioner

**ATTEST:**

Wendy Noren  
Wendy Noren, County Clerk

Approved as to Legal Form:

John Patton  
John Patton, Boone County Counselor

**AUDITOR CERTIFICATION**

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

Jane C. Pitcheck  
Signature

7/30/03  
Date

6200-92300 - \$38,000.00

Appropriation Account



RECEIVED  
JUL 29 2003

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

376-2003

Facilities Maintenance	
Originating Office	Ken Roberts
Person Requesting	
Date Requested	7/29/03
Contact Phone Number	886-4401

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Marilyn Rigney Signature      7-29-03 Date

SOLE SOURCE NUMBER: 39-123103  
(Assigned by Purchasing)

COMMISSION APPROVAL: Keith Schurane Signature      \_\_\_\_\_ Date

Expiration Date: \_\_\_\_\_ 20\_\_ through Dec 31 2003      One Time Purchase (check)

**Vendor Name**      Corsair Controls, Inc.

**Vendor Address**      190 Woodcrest Drive, Highland, IL 62249

**Vendor Phone and Fax**      PH 618-654-8322 fax 618-654-4403

**Product Description**      Interface Dukane Intercom with Door Locking System

**Estimated Cost**      \$38,000.00

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment**
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
  - Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.  
This project depends on the successful interfacing of the new intercom system with the door locking system we have now. Corsair Controls is the sole proprietor of this equipment.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.  
Corsair holds the patent on this system.
4. What research has been done to verify this vendor as the only known source?  
Original installer.
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?  
 Yes (please attach a list of known sources)  
 **No**
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.  
Yes. No other vendor can perform interfacing on this equipment and system.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?  
Not available at this time.
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).  
Competitive bid on original purchase
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)  
Please provide document numbers.  
Sealed bid
10. What are the consequences of not securing this specific commodity/material?  
The whole system would have to be replaced and would be prohibitively expensive.
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary). N/A
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?  
One time purchase.



**CONTRACT AGREEMENT FORM**

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

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

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

**BID #49-22JUL03 – Intercom/Communication System  
Boone County Sheriff's Department**

and agrees to perform all the work required by the Contract as shown in the specifications to replace the existing Intercom/Communications system at the Boone County Correctional Facility.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing

1. Introduction to Bidders,
2. Proposal Form,
3. General Conditions,
4. Supplementary General Conditions,
6. Wage Rates,
7. Contractors Qualifications,
8. Standard Terms and Conditions,
9. Division 1-General Requirements,
10. Division 16 – Electrical,
11. Division 17 - Security

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he/she has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him/her hereunder; and that he/she has not, in estimating the Contract price demand by him/her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him/her hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

**The Owner agrees to pay the Contractor in the amount of**

**Fifty Three Thousand One Hundred Eighty-two Dollars and 00/100 (\$53,182.00)**

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

**DATE OF AGREEMENT:**

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at Columbia, Missouri.  
(Date)

CONTRACTOR: *Tech Electronics, Inc.*

OWNER:  
BOONE COUNTY, MISSOURI

By: *Craig Lubbers*  
Authorized Representative

By: *Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

By: *[Signature]*  
Signature

ATTEST:

Approved as to Legal Form:

*Wendy S. Noren*  
Wendy Noren, County Clerk

*[Signature]*  
John Patton, Boone County Counselor

**AUDITOR CERTIFICATION**

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

*Jane C. Pitchford*  
Signature *by se*

*7/30/03*  
Date

6200-92300 - \$53,182.00

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the August Adjourned Term. 20 03

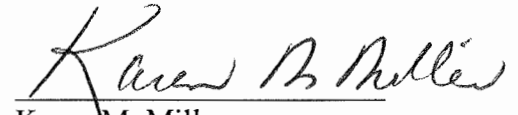
In the County Commission of said county, on the 4<sup>th</sup> day of August 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment #1 for bid MM37 for Bituminous Materials Term and Supply to amend the contract award for CRS-2P to Koch Materials. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

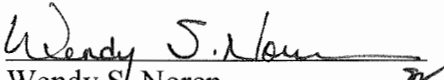
Done this 4<sup>th</sup> day of August, 2003.

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

377-2003

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: MM37 – Bituminous Materials Term and Supply Contract  
Amendment #1  
DATE: July 29, 2003

The Mid-Missouri Public Purchasing Cooperative consisting of the City of Columbia and Boone County participated in a request for bid for Bituminous Materials. The City of Columbia has experienced problems with receiving sub grade product from the contract with Vance Brothers. We recommend amending the contract to award CRS-2P to Koch Materials to supply the Cooperative with product that meets specifications. Their cost for CRS-2P is \$1.007/gallon. We are currently testing products received from all vendors to ensure that the bid specifications are being met.



**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
BITUMINOUS MATERIAL TERM AND SUPPLY  
Bid MM 37**

The Agreement dated April 10, 2003 made by and between Boone County, Missouri and Koch Materials for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

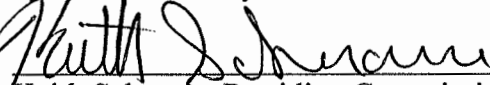
1. The Cooperative agrees to purchase from the Contractor and the Contractor agrees to supply the Cooperative with CRS-2P when and as required by the Cooperative; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**KOCH MATERIALS**

**BOONE COUNTY, MISSOURI**

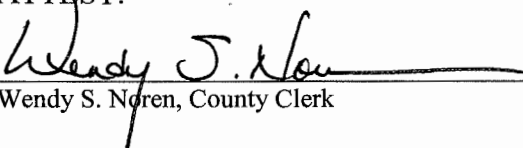

by \_\_\_\_\_  
title \_\_\_\_\_

by: Boone County Commission  
  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

  
County Counselor

  
Wendy S. Noren, County Clerk 

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by 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.)

<u>no encumbrances required</u>	<u>7/30/03</u>	Term & Supply
Signature	Date	Appropriation Account

**PURCHASE AGREEMENT  
FOR  
BITUMINOUS MATERIAL TERM AND SUPPLY**

**THIS AGREEMENT** dated the 10 day of, APRIL, 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Koch Materials, 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 agreement for Bituminous Materials, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Bituminous Materials (Term and Supply), bid number MM37, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Larry Reddick). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the Cooperative with CRS-2 when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. 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. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending April 1, 2004.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, 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.

**KOCH MATERIALS**

**BOONE COUNTY, MISSOURI**

by *Garry Reddick*  
 title Technical Marketing

by: Boone County Commission  
*Keith Schnarre*  
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

*[Signature]*  
 County Counselor

*Wendy S. Nofen*  
 Wendy S. Nofen, 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) incurred by this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

*no encumbrances required*      *4/2/03*      Term/Supply  
 Signature      *o ay se*      Date      Appropriation Account

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

August Session of the August Adjourned Term. 20 03

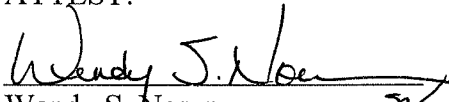
In the County Commission of said county, on the 14<sup>th</sup> day of August 20 03  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby rescind Commission Order 181-2003 awarding Bid MM37 for Bituminous Materials Term and Supply by line item, rescind Commission Order 377-2003 (Amendment #1 to Bid MM37) and approve Amendment #1 to Koch Materials for all items identified in the bid at the unit prices submitted. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

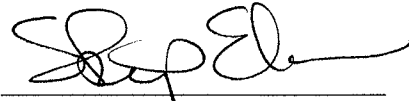
Done this 14<sup>th</sup> day of August, 2003.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

ABSENT  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

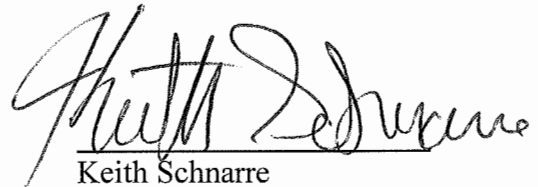
August Session of the August Adjourned Term. 20 03

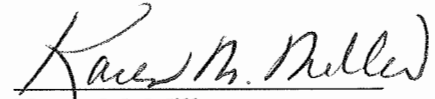
In the County Commission of said county, on the 4<sup>th</sup> day of August 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the contract with KPMG. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

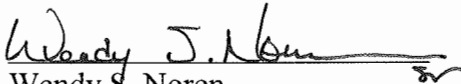
Done this 4<sup>th</sup> day of August, 2003.

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



378

10 South Broadway  
Suite 900  
St Louis, MO 63102-1761

Telephone 314 444 1400  
Fax 314 444 1470

July 23, 2003

Ms. June Pitchford  
Boone County Auditor  
Boone County, Missouri  
801 East Walnut, Room 205  
Columbia, MO 65201-4890

Dear June:

This letter will confirm our understanding of our engagement to provide professional services to assist Boone County, Missouri (the County) in addressing implementation of Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments* (GASB No. 34). Specifically, this letter will outline the scope of work to be performed during our procedures as well as project staffing, timing and professional fees for this engagement. For ease of reference, the remainder of this letter is organized into the following sections:

- Project Workplan
- Project Staffing, Timing and Professional Fees
- Other Considerations

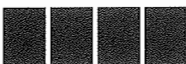
### **Project Workplan**

For the fiscal year ended December 31, 2003, the County must implement GASB No. 34 when preparing its basic financial statements. Preparation of the financial statements, including the selection of accounting principles under GASB No. 34, is the responsibility of County management. KPMG will perform professional services on an hourly basis, as requested by the County, which will principally consist of answering technical questions related to GASB No. 34 and reviewing documents prepared by County personnel related to the implementation of GASB No. 34 upon the County's request. KPMG will not perform any services under this letter unless specifically requested by the County, and we will confine our services to those questions specifically raised by County personnel or documentation presented for our review.

### **Project Staffing, Timing and Professional Fees**

Our project team will consist of team members who have worked extensively with the County as members of the independent external audit engagement team. Your engagement project team will consist of the following key individuals:

- Jackie S. Dippel will serve as overall engagement partner. Ms. Dippel has served as the engagement partner on the external audit of the County for three years.





Ms. June Pitchford  
Page 2  
July 23, 2003

- Susan J. Eickhoff will serve as the engagement senior manager. Ms. Eickhoff has served as the engagement senior manager on the external audit of the County for three years.
- Ted Williamson will serve as engagement manager. Mr. Williamson has served as the engagement manager on the external audit of the County for two years.

Our professional fees will be billed on an hourly basis at the following hourly rates:

<u>Classification</u>	<u>Hourly Rate</u>
Partner	\$250
Senior Manager	\$200
Manager	\$170

These hourly rates take into consideration our vast knowledge of the County's existing financial reporting systems and processes, and our experience in implementing GASB Statement No. 34. These professional service fees include all out-of-pocket expenses. Invoices will be sent to you monthly (to the extent our services were utilized in the previous month) and are due and payable upon receipt.

#### **Other Considerations**

Other considerations related to this engagement include the following:

- The preparation of financial statements is the responsibility of the County's management. KPMG is not responsible for reviewing or auditing information provided to us during the course of the engagement and expresses no opinion or assurances with respect to such information.
- County management is responsible for the prevention and detection of potential violations of laws, rules and regulations. The scope of this engagement does not include an audit nor is our work directed toward discovery of fraud, collusion, material misstatement of records or regulatory compliance. However, if, during the course of the engagement, KPMG becomes aware of information or circumstances that may raise potential compliance issues, KPMG will notify County management of such circumstances.
- Because the County is also an external audit client, it is necessary for KPMG to remain objective and independent as that term is defined by the AICPA. In the conduct of this engagement, KPMG will make certain suggestions and provide advice and recommendations to County management for the implementation of GASB No. 34. County management will retain sole responsibility for evaluating the quality of the advice, suggestions and recommendations and will independently decide whether to



Ms. June Pitchford  
Page 3  
July 23, 2003

implement them. KPMG will not be responsible for assuming management's role in making strategic, policy or accounting decisions in the conduct of this engagement.

- By accepting this engagement letter, County management accepts responsibility for the substantive outcomes of this engagement and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of this engagement and that the County will comply with the following:
  - Designate a qualified management-level individual to be responsible and accountable for overseeing the engagement.
  - Establish and monitor the performance of the engagement to ensure that it meets management's objectives.
  - Make any decisions that involve management functions related to the engagement and accept full responsibility for such decisions.
  - Evaluate the adequacy of the services performed and any findings that result.
- We have considered the effect of this engagement on the ongoing, planned and future audits as required by *Government Auditing Standards* and have determined that this engagement will not impair KPMG's independence.
- This engagement is subject to the standard terms and conditions outlined in detail in Attachment A.

\* \* \* \* \*

To indicate your approval of this engagement and to confirm our understanding, please sign and return the duplicate copy of this letter. Should you have any questions or require additional information, please do not hesitate to call me at (314) 444-6761, Susan Eickhoff at (314) 244-4024 or Ted Williamson at (314) 244-4045.

We look forward to working with you on this engagement.

Very truly yours,

KPMG LLP

Jacqueline S. Dippel  
*Partner*





Ms. June Pitchford  
Page 4  
July 23, 2003

ACCEPTED:

Boone County, Missouri  
*Keith Schumme*  
Authorized Signature

PRESIDING COMMISSIONER  
Title

4 AUGUST 2003  
Date

**CERTIFICATION:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Term & Supply - No Encumbrance Required  
Auditor                      Date  
*KF* 7/28/2003              1190-71101

**KPMG LLP**  
**Standard Terms and Conditions**

1. **Services.** Our services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be your sole responsibility.
2. **Payment of Invoices.** You agree to pay properly submitted invoices within thirty (30) days of the invoice date (or any other date that we may agree to in writing). We shall have the right to halt or terminate entirely our services until payment is received on past due invoices. All fees, charges and other amounts payable to us hereunder do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be your sole responsibility, excluding any applicable taxes based on our net income or taxes arising from the employment or independent contractor relationship between us and our personnel.
3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of our services hereunder. In addition, this engagement may be terminated by either of us at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination.
4. **Ownership.**
  - (a) **KPMG Property.** We create, acquire or own various concepts, methodologies, and techniques; models; templates; software, user interfaces or screen designs; general purpose consulting and software tools; and logic, coherence and methods of operation of systems (collectively, the "KPMG Property"). We retain all ownership rights in the KPMG Property. You shall acquire no right or interest in such property, except for the license expressly granted in the next paragraph. In addition, we shall be free to provide services of any kind to any other party as we deem appropriate, and we may use the KPMG Property to do so. We acknowledge that KPMG Property shall not include any of your confidential information or your tangible or intangible property, and we shall have no ownership rights in such property.
  - (b) **Ownership of Deliverables.** Except for KPMG Property, and upon full and final payment to us, deliverables or work product specified in the engagement letter or proposal to which these terms are attached (the "Deliverables") will become your property. If any KPMG Property is contained in any of the Deliverables, we hereby grant you, a royalty-free, non-exclusive license to use the KPMG Property in connection with the use of the Deliverables.
5. **Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. KPMG WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH. KPMG DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. **Limitation on Damages.** Except for your and our respective indemnification obligations as described in these Standard Terms and Conditions, neither you nor we shall be liable to the other for any actions, damages, claims, liabilities, costs, expenses or losses arising out of the services performed hereunder for a total amount in excess of the fees paid or owing to us for services rendered by us under this engagement. In no event shall either you or we be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort, or otherwise.
7. **Infringement.**
  - (a) We agree to indemnify, hold harmless and defend you from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party against you to the extent such Liabilities result from the infringement by the Deliverables of any third party's trade secrets, trademarks, copyrights, or patents issued as of the date of the attached Engagement Letter. The preceding provisions shall not apply to any infringement arising out of the following:
    - (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by us or other than in accordance with Paragraph 8(b);
    - (ii) any alteration, modification or revision of the Deliverables not expressly agreed to in writing by us; or
    - (iii) the combination of the Deliverables with materials not supplied by us.
  - (b) In case any of the Deliverables or any portion thereof is held, or in our reasonable opinion is likely to be held, in any such suit to constitute infringement, we may within a reasonable time, at our option, either:

**KPMG LLP**  
**Standard Terms and Conditions**

- (i) secure for you the right to continue the use of such infringing item; or
- (ii) replace, at our sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing.

In the event we are, in our reasonable discretion, unable to perform either of options described in (i) or (ii) above, you must return the Deliverable to us, and our sole liability shall be to refund to you the amount you paid us for such item.

- (c) The provisions of this Paragraph 7 state our entire liability and your sole and exclusive remedy with respect to any infringement or claim of infringement.

**8. Indemnification.**

- (a) You and we each agree to indemnify, hold harmless and defend the other from and against any and all Liabilities for injury to, illness or death of, any person or persons regardless of status, and damage to or destruction of any tangible personal property which the other party may sustain or incur to the extent such Liabilities result from the negligence or willful misconduct of the indemnifying party.
- (b) You acknowledge and agree that any advice, recommendations, information or work product provided to you by us in connection with this engagement is for your confidential use. Except as otherwise required by law, you will not disclose or permit access to such advice, recommendations, information or work product to any other party or summarize or refer to such advice, recommendations, information or work product or to our engagement hereunder without our prior written consent. In that regard, you will indemnify, defend and hold us harmless from and against any and all Liabilities asserted against us by any third party to the extent resulting from that party's use or possession of or reliance upon our advice, recommendations, information or work product as a direct or indirect result of your use or disclosure of such advice, recommendations, information or work product.
- (c) The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification and the Indemnifying Party shall have the right to conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the

Indemnifying Party. The party not conducting the defense shall nonetheless have the right to participate in such defense at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim hereunder that imposes any liability or obligation other than the payment of money damages.

- 9. **Cooperation.** You agree to cooperate with us in our performance of our services for you, including providing us with reasonable facilities and timely access to your data, information and personnel. You shall be responsible for the performance of your employees and agents and for the accuracy and completeness of all data and information provided to us for purposes of this engagement.
- 10. **Force Majeure.** Neither you nor we shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 11. **Limitation on Actions.** Neither you nor we may bring any action arising under or relating to this engagement more than one year after the cause of action has accrued, except that we may bring an action for non-payment not later than one year after the date of the last payment due to us.
- 12. **Independent Contractor.** You and we are both independent contractors and neither you nor we are, or shall be considered to be, an agent, distributor or representative of the other. Neither you nor we shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
- 13. **Confidentiality.** You and we both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this Agreement or (d) you and we agree from time to time to disclose. Each party shall be

**KPMG LLP**  
**Standard Terms and Conditions**

deemed to have met its nondisclosure obligations under this Paragraph as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement. We may retain, subject to the terms of this Paragraph, one copy of your confidential information required for compliance with applicable professional standards or internal policies. If either you or we receive a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demand to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter.

14. **Survival.** The provisions of Paragraphs 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13 and 15 hereof shall survive the expiration or termination of this engagement.
15. **Assignment.** Neither party may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other party, such consent not to be unreasonably withheld.
16. **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
17. **Entire Agreement.** These terms, and the Proposal or Engagement Letter to which these terms are appended, including Exhibits, constitute the entire Agreement between us with respect to the engagement and supersede all other oral and written representation, understandings or agreements relating to the engagement.